

15110 California Avenue, Paramount, California 90723-4378 (562) 602-6000 Fax (562) 602-8111

# STATUTORY MEETING OF BOARD OF EDUCATION

#### **MINUTES**

# December 9, 2015

**BOARD OF EDUCATION** 

TONY PEÑA President

LINDA GARCIA

ALICIA ANDERSON

SONYA CUELLAR

VIVIAN HANSEN Member

DR. RUTH PÉREZ Superintendent

The meeting was called to order at 6:01 p.m. by President Alicia Anderson in the Boardroom at the District Office, 15110 California Avenue, Paramount California.

Pledge of Allegiance

Chris Stamm, Director-Student Nutrition Services led the Pledge of

Allegiance.

Roll Call

Trustee Alicia Anderson Trustee Tony Peña

Trustee Linda Garcia Trustee Vivian Hansen

Trustee Sonya Cuellar

Administrators Present

Delores Stephens, Co-Interim Superintendent

David Verdugo, Co-Interim Superintendent

Ranita Browning, Interim Assistant Superintendent-Business Services

Myrna Morales, Assistant Superintendent-Human Resources Deborah Stark, Assistant Superintendent-Educational Services

Adrian Ayala, Director-Leadership Development Kim Cole, Director-Special Education/ECE Greg Francois, Director-Secondary Education

Randy Gray, Director-Curriculum & Instruction/Projects

Troy Marshall, Director-Technology

Roger Ramirez, Interim Director-Operations Manuel San Miguel, Director-Student Services

Beatriz Spelker-Levi, Director-Personnel

Chris Stamm, Director, Student Nutrition Services

Patricia Tu, Interim Director-Fiscal Services

Andrea Aguilar-Nuno, Principal-Buena Vista High School

Kelly Anderson, Principal-Jackson School Patricia Brent-Sanco, Principal-Keppel School Greg Buckner, Principal-Paramount High School Lynn Butler, Principal-Alondra Middle School Holly Hennessy, Principal-Tanner School Topekia Jones, Principal-Lincoln School Jerry King, Principal-Paramount Adult School

Morrie Kosareff, Principal-Paramount High School-West Campus

Scott Law, Principal-Collins School

Kevin Longworth, Principal-Paramount Park Middle School

Susan Marilley, Principal-Roosevelt School Michael Naruko, Principal-Gaines School Lisa Nunley-Macon, Principal-Hollydale School

Linh Roberts, Principal-Mokler School

12-9-15 Serving the communities of Bellflower, Lakewood, Long Beach, Paramount and South Gate.

Liz Salcido, Principal-Zamboni Middle School Connie Toscano, Principal-Wirtz School Hilda Verdugo, Principal-Los Cerritos School Kelly Williams, Principal-Jefferson School Elida Garcia, Program Director-ECE

# **BOARD ORGANIZATION**

Election of Officers – President 1.1

Trustee Hansen nominated Trustee Tony Peña for President and Trustee Garcia seconded the nomination. There were no other nominations. Trustee Peña was elected President by a vote of 5-0.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Vice President/Clerk 1.2

Trustee Cuellar nominated Trustee Linda Garcia for Vice President/Clerk, and Trustee Hansen seconded the nomination. There were no other nominations. Trustee Garcia was elected Vice President/Clerk by a vote of 5-0.

Ayes: 5 - Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Secretary to the Board 1.3

Trustee Peña moved, Trustee Garcia seconded, and the motion carried 5-0 to designate the Co-Interim Superintendent of Schools, Delores Stephens and David Verdugo, as Co-Secretarys to the Board of Education in accordance with Education Code Section 35025.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Representative to Elect County Committee on School District Organization 1.4

Trustee Hansen nominated Trustee Tony Peña as the District's representative to elect members of the County Committee on School District Organization in accordance with Education Code Section 35023, and Trustee Cuellar seconded the nomination. There were no other nominations. Trustee Peña was elected by a vote of 5-0.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Representative to Los Angeles County School Trustees Association 1.5 Trustee Peña nominated Trustee Linda Garcia as the District's representative to the Los Angeles County School Trustees Association, and Trustee Cuellar seconded the nomination. There were no other nominations. Trustee Garcia was elected by a vote of 5-0.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Establish Board Meetings – Day, Time, and Place 1.6 Trustee Hansen moved and Trustee Peña seconded. Co-Interim Superintendent Verdugo recommended that the Board consider canceling the January 13, 2016 Board meeting due to the winter break and also to allow new incoming Superintendent Dr. Perez time to transition. The motion carried 5-0 to establish Board of Education meetings on the second and fourth Wednesday of each month, beginning at 6 p.m. in the Boardroom.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Co-Interim Superintendent Dr. Verdugo and Board of Education members recognized and thanked outgoing President Alicia Anderson for her service to the Board of Education and to Paramount Unified School District, and presented her with a plaque. Trustee Anderson was also recognized by City of Paramount Mayor, Tom Hansen and Councilmember Diane Martinez, Genesis Coronado field representative to Congresswoman Lucille Roybal-Allard and also Jesús Diaz, representative to Senator Ricardo Lara. Not in attendance but provided a certificate as well was Supervisor Don Knabe.

# REGULAR MEETING OF BOARD OF EDUCATION

Approve Agenda December 9, 2015 1.7 Trustee Garcia moved, Trustee Anderson seconded. Co-Interim Superintendent Verdugo shared that there are a couple of changes to the agenda 1) page 25 is a duplicate and should be deleted 2). Page 119 Action Item 4.4-A, funding source listed under fiscal impact should reflect Capital Facilities. The motion carried 5-0 to approve the December 9, 2015 agenda as amended.

Ayes: 5 - Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Special Meeting Minutes November 14, 2015 1.8 Trustee Cuellar moved, Trustee Hansen seconded and the motion carried 5-0 to approve the minutes of the Special Meeting held on November 14, 2015.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Regular Meeting Minutes November 18, 2015 1.9 Trustee Garcia moved, Trustee Anderson seconded and the motion carried 5-0 to approve the minutes of the Regular Meeting held on November 18, 2015.

Ayes: 5 - Trustees Anderson, Cuellar, Garcia, Hansen, Peña

#### **REPORTS**

Student Board Representatives

Avery De La Cruz-PHS, Brianna Fierro -Paramount High School-West, Gabriela Garibay-Buena Vista High School and Maria Camarena-Paramount Adult School reported on school academic, athletic and extra-curricular activities.

Employee Representative Reports

TAP representative Kim Goforth shares that TAP president April O'Connor sends her appreciation to Dr. Verdugo and Mrs. Stephens for stepping in and providing support to the District. She added that TAP would be hosting their Holiday luncheon at La Tierra Mia restaurant. She wished everyone Happy Holidays.

Meeting Break Celebration

The Board of Education recessed the regular meeting at 6:41 p.m. and staff and guests celebrated the election of the new 2016 officers. The Paramount High School Choir, under the direction of Brian Hayes, provided an entertaining musical tribute to the holidays.

President Peña reconvened the meeting at 7:14 p.m.

# Board Members' Reports

Trustee Anderson wished everyone Happy Holidays. She attended the City's Annual Tree lighting event and the CSBA Annual Education Conference along with fellow Board members and Dr. Verdugo.

Trustee Cuellar wished everyone Happy Holidays. She attended the CSBA Annual Education Conference and shared that there were a lot of great sessions including parent engagement sessions.

Trustee Garcia wished everyone Happy Holidays. She attended the City's Annual Tree lighting event and the CSBA Annual Education Conference.

Trustee Hansen wished everyone Happy Holidays. She attended the City's Annual Tree lighting event and the CSBA Annual Education Conference.

Trustee Peña attended the Annual CSBA Education conference and helped with the Santa train and shared that he was Santa one night.

Co-Interim Superintendent Dr. Verdugo highlighted a variety of items:

- o Co-Interim Superintendent Dr. Verdugo attended the Annual CSBA Education conference along with Board members.
- o Dr. Verdugo visited with AVID students at PHS-West

#### Instructional Technology Pilot

Dr. Greg Francois, Director-Secondary Education provided the Board with information on the Instructional Technology Pilot.

Dr. Francois shared that the purposed of the presentation is to:

- Explain the advantages for piloting one-to-one laptops for a select group of students at Jackson School.
- To outline the curricular benefits for students utilizing one-to-one laptops in the AVID curriculum and beyond
- To review the plan for student access and accountability

How will the usage of one-to-one laptops support a college going culture?

- Creating a college going culture is Goal 2 in Paramount Unified School District's Local Control Accountability Plan.
- To promote a college going culture, Jackson School will pilot the use of one-to-one devices as an instructional tool to support new state standards, which include the use of technology in language arts to promote research and critical thinking.

What are the instructional benefits?

Students will be able to....

- Access technology to conduct research.
- Produce, share and publish assignments.
- Direct their own learning before and after AVID tutorials by accessing learning videos through Khan Academy and

Superintendent's Report

- LearnZillion.
- Use EdModo to communicate with classmates and teachers via an online community to post assignments, questions and receive immediate feedback using discussion boards and messaging.

What are the curricular connections with AVID?

- Writing assignments including online peer and teacher feedback
- Research projects on college search, careers, scholarships
- College action plan
- Virtual college fieldtrips and speakers
- Electronic AVID binder (Ebinders)

How will the one-to-one laptop pilot be implemented?

- Three AVID classes at Jackson School
- Approximately 90 AVID students in grades 6-8
  - Windows based laptop computers
  - EdModo as the learning management system

How will parents be informed?

- Parent letters describing the benefits to be sent home in January, 2016
- Parent informational workshop in January, 2016
- Blackboard Connect phone message to invite parents to the workshop
- Parent survey in May, 2016 to solicit feedback on the benefits of the one-to-one laptop pilot

How will parents and students be held accountable for proper use and care?

- Parent/student meetings to discuss proper use and care
- Signed agreement forms outlining parent/student responsibilities regarding proper use and care
- School check out from library (similar to textbook check out process)

How will teachers be trained?

- Monthly teacher professional development on instructional technology for pilot teachers and instructional coaches
- On campus support by administrators, instructional coaches and technology instructional assistants
- Summer professional development

How will the pilot be monitored and assessed?

- Classroom walk-throughs by directors, administrators and curriculum specialists
- Parent, student and teacher surveys to solicit feedback on the instructional benefits of the one-to-one laptop pilot
- Teacher feedback during monthly professional development meetings

Other districts implementing one-to-one laptops

District	School	Year Implemented
Sweetwater Union High School District	San Ysidro School	High 2014

Manhattan Beach Unified School District	•	Manhattan Beach Middle School	2012
Long Beach Unified School District		Middle School Nelson Academy/Middle School McBride High School	2010 2012 2013 2015

# Next steps:

What	When	Who
Order laptops	December, 2015	Greg Francois, Troy Marshall
Plan and implement a written protocol and documentation for check-out and usage	December, 2015	Greg Francois, Becky Perez, Durrell Jackson
Research products to provide families access to internet if needed	December, 2015	Troy Marshall
Parent/student orientation meetings	January, 2016	Greg Francois, Kelly Anderson
Professional development for teachers	Monthly beginning January, 2016	Becky Perez, Durrell Jackson
Place identification information on laptop computers and configure	January, 2016	Troy Marshall
Distribute laptops to students	February, 2016	Greg Francois, Troy Marshall, Kelly Anderson
Monitor and assess pilot program	Monthly beginning February, 2016	Greg Francois, Troy Marshall, Becky Perez
Update Board of Education on progress	June, 2016	Greg Francois

# 2015-2016 First Interim Report

Ranita Browning, Interim Assistant Superintendent-Business Services and Patricia Tu, Interim Director-Fiscal Services provided the Board with an update on the budget.

# State Budget

- The Administration will provide its economic forecast and financial plan for the state on January 8, 2016
- The release of the Governor's Budget Proposal for 2016-17 begins the process for legislative consideration of the budget
- The budget provides critical information for school districts budgets
- Proposition 30 temporary taxes begin to expire in 2016 How will the Governor respond?
- The 2016-17 Budget will also be impacted by whether or not the state chooses to revise its projections upward to reflect the more

optimistic economic forecasts provided by the Legislative Analyst's Office

# First Interim Assumptions

• Slight decrease in LCFF revenue from adopted budget

	2015-16	2016-17	2017-18
LCFF Funding – Adopted Budget	\$146,033,656	\$151,745,407	\$156,233,032
LCFF Funding – 1 <sup>st</sup> Interim	\$146,021,150	\$151,306,908	\$155,664,863

Slight decrease in GAP% from adopted budget

	2015-16	2016-17	2017-18	
LCFF Funding – Adopted Budget	53.08%	37.40%	36.70%	
LCFF Funding – 1 <sup>st</sup> Interim	51.52%	35.55%	35.11%	

# First Interim Assumptions:

# Salary and Fringe Benefits

- Includes salary enhancements of 5%
- District's health & welfare cap increased to \$13,923
- Includes STRS & PERS rate increases

# Enrollment (excluding NPS students)

- District enrollment decreased by 373 students in 2014-15
- In 2015-16 enrollment only decreased by 13 students

# Rate of Attendance

- The District's goal for rate of attendance is 97%, although the District budgets at 95%
- In 2014-15 at P-2 the District's rate of attendance was 97.5%
- As of the third month of attendance reporting the rate of attendance is 97%

# Multi Year Projections - Unrestricted General Fund

	2015-16	2016-17	2017-18
Revenues	\$148,993,506	\$154,279,264	\$158,637,219
Expenditures	\$137,968,305	\$136,668,062	\$138,512,152
Other Financing Uses	\$1,495,000	\$1,542,000	\$1,577,000
Contributions (Encroachments)	\$(19,115,097)	\$(19,120,000)	\$(19,229,285)
Net Change in Fund Balance	\$(9,584,896)	\$(3,050,798)	\$(681,218)

Beginning Fund Balance	\$22,961,923	\$13,377,027	\$10,326,229
Ending Fund Balance	\$13,377,027	\$10,326,229	\$9,645,011

# Components of Ending Fund Balance

		2015-16	2016-17	2017-18
Ending	Fund Balance	\$13,377,027	\$10,326,229	\$9,645,011
Compor Balance	nents of Ending Fund			
•	Revolving Cash	\$40,000	\$40,000	\$40,000
·	Stores	\$300,000	\$300,000	\$300,000
•	Education Protection Act (EPA)	\$2,527,757	\$0	\$0
•	Reserve for Economic Uncertainties	\$10,509,270	\$9,986,229	\$9,305,011

# **Deficit Spending**

- Deficit spending for 2015-16 is large primarily due to salary enhancements
- Deficit spending decreases in 2016-17 and 2017-18
- The one-time mandated cost revenues are not budgeted. Once revenue is received and budgeted 2015-16 deficit spending will decrease significantly
- Reserves will need to be increased to \$10,900,000 as established by the Board policy.

### Summary

- The District's financial outlook is good
- Depending on who you listen to, the State's revenues are on target or better than projected
- On January 8, 2016, when the Governor releases his 2016-17 budget proposal the District will have more insight as to what is to come
- The question regarding the expiring taxes from Proposition 30 will be answered

BOARD MEETING CALENDAR

There were no other changes to the calendar.

**HEARING SECTION** 

There were no speakers during the hearing section.

CONSENT ITEMS 0.10 Trustee Anderson moved, Trustee Cuellar seconded and the motion carried 5-0 to approve the Consent Items.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

## **Human Resources**

Personnel Report 15-08 2.10 Accept Personnel Report 15-08, as submitted. The report includes details, assignments, terminations, and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2015-16 State Budget Act and related legislation.

# **Educational Services**

Overnight and/or Out-of-County Study Trips 3.10 Approve the overnight and/or out-of-county study trips for students consistent with the District policies and instructional programs.

## **Business Services**

Purchase Order Report 15-08 4.10 Approve Purchase Order Report 15-08 as submitted, authorizing the purchase of supplies, equipment, and services for the District.

Donations 4.10

Accept donations as presented on behalf of the District of any bequests or gifts of money or property for a purpose deemed to be suitable by the District.

# **ACTION ITEMS**

#### **General Services**

Appointment of
Superintendent and Approval
of Superintendent
Employment Agreement
1.11

Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the appointment and contract with Ruth Perez as Superintendent of Schools, effective January 1, 2016 in accordance with the provision of the contract.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Nominations for CSBA Delegate Assembly – Region 24 1.12 Trustee Cuellar nominated Trustee Vivian Hansen and Trustee Anderson seconded, and the motion carried 5-0 to nominate Vivian Hansen to serve a two year term as representative to the California School Boards Association's Delegate Assembly from Region 24.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Revised Board Bylaw 9270 – Conflict of Interest

1.13

Trustee Anderson moved and Trustee Cuellar seconded, and the motion to carried 5-0 to accept for second reading and adoption proposed revised Board Bylaw 9270 – Conflict of Interest Code revised in compliance with a request from the Los Angeles County Board of Supervisors.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

# **Human Resources**

Educational Affiliation
Agreement with California

Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the agreement with California State University,

State University, Long Beach 2.14

Long Beach for participation in student teaching, fieldwork experience, and internship placement.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Salary Realignment for Translation Services Assistant 2.15 Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the range realignment of the Translation Services Assistant and update the salary change effective May 6, 2015.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Reclassification of a Credentials Specialist to Credentials Analyst 2.16 Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the reclassification of a Credentials Specialist and updates to the job description, salary allocation and title change to Credentials Analyst effective March 13, 2014.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Salary Realignment for Senior Buyer 2.17 Trustee Garcia moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the range realignment of the Senior Buyer and update the salary change effective August 31, 2015.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

# **Educational Services**

Memorandum of
Understanding with the
Advanced Manufacturing and
Engineering Technology
Linked Learning Consortium
3.18

Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 ratify the Memorandum of Understanding with the Advanced Manufacturing and Engineering Technology Linked Learning to improve student preparation for college and career.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Revised Board Policy 5141.3

- Immunization:
Communicable Diseases
3.19

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to accept for second reading and adoption proposed revised Board Policy 5141.3 – <u>Immunization: Communicable Diseases</u>, which reflects current State requirements.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen

Retire Board Policy 6157.1 – Comparability in Instruction, Title I Programs
3.20

Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to retire Board Policy 6157.1 – <u>Comparability in Instruction, Title I Programs</u> because the required information is already included in a current Board Policy.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen

Nonpublic School Placement for a Special Education Student for 2015-16 3.21

Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the placement for a special education student in nonpublic schools, as determined by the student's Individual Education Plan for the 2015-16 school year.

Ayes: 5- Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Carl D. Perkins School Allocation Fiscal Year 2015-16 3.22

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to accept funds for the Carl D. Perkins Vocational and Technical Education Act for the 2015-16 fiscal year to develop skills of students enrolled in Career Technical Education programs.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Arts Education Partnership Program Grant Application 3.23 Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the application for the Arts Education Partnership Program Grant in 2016-17.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Educator Effectiveness Funds Award and Approval of Plan 3.24 Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to accept and approve the Educator Effectiveness funds and the plan to implement.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

# **Business Services**

First Interim Report 2015-16 4.25 Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the First Interim Report with a positive certification.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

2015-16 Budget Adjustments as of October 31, 2015 4.26

Trustee Hansen moved, Trustee Cuellar seconded and the motion carried 5-0 to approve the 2015-16 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Child Development Fund, Building Fund, Capital Facilities Fund, School Facilities Fund, and Cafeteria Fund.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Resolutions 15-19 through 15-28, Signature Authorizations 4.27 Trustee Cuellar moved, Trustee Anderson seconded and the motion to carried 5-0 to adopt Resolution 15-19 to 15-28, Signature Authorizations for 2015-16.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Authorization to Purchase Artificial Turf System – California Multiple Award Schedule (CMAS 4.28 Trustee Hansen moved, Trustee Anderson seconded and the motion to carried 5-0 to authorize staff to utilize the California Multiple Award Schedule with Field Turf USA, Inc. (CMAS Contract No. 4-06-78-0031A) to purchase artificial turf systems and installation at Paramount High School and Jackson School, and further authorize the Co-Interim Superintendents or designee to sign all related documents.

Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

# **CONFERENCE ITEMS**

#### **Human Resources**

Proposed Revised Board Policy 4250 – <u>Leaves and</u> Vacations The Board accepted for first reading proposed revised Board Policy 4250 – <u>Leaves and Vacations</u> which reflects current state regulations.

Proposed Revised Board
Policy 4144 –
<u>Insurance/Health and Welfare</u>
Benefits

The Board accepted for first reading proposed revised Board Policy 4144 – <u>Insurance/Health and Welfare Benefits</u>, which reflects current Federal Regulations.

# **Educational Services**

Revised Board Policy 6157.2

– Title I Programs

The Board accepted for first reading proposed revised Board Policy 6157.2 – Title I Programs, which reflects current State requirements.

## **INFORMATION ITEMS**

Williams Settlement Quarterly Uniform Complaint Summary

The Board received as information the required Williams Settlement Quarterly Uniform Complaint Summary for the second quarter October 1 – December 31, 2015.

# **Business Services**

Average Daily Attendance Summary Report Through November 6, 2015 and the Third Monthly School Enrollment Report The Board received as information the monthly school attendance reports for 2015-16.

#### **ANNOUNCEMENTS**

President Anderson reported that the next Regular Meeting would be January 27, 2015, at 6:00 p.m. – Boardroom of the District Office.

### **CLOSED SESSION**

The Board adjourned to Closed Session at 7:45 p.m. to public employment and governance team items.

#### OPEN SESSION

The Board reconvened to Regular Session at 8:23 p.m.

Assistant Superintendent-Educational Services 2.29 Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 4-0 to approve the contract for the Assistant Superintendent-Educational Services.

Ayes: 4 – Trustees Anderson, Cuellar, Garcia, Peña Absent: 1 – Trustee Hansen

Assistant Superintendent-Human Resources 2.30 Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 4-0 to approve the contract for the Assistant Superintendent-Human Resources.

Ayes: 4 – Trustees Anderson, Cuellar, Garcia, Peña

Absent: 1 – Trustee Hansen

President Anderson reported that the Board had discussed public employment and Governance Team Items.

There was no action taken in Closed Session.

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 4-0 to adjourn the Statutory Meeting of the Board of Education held on December 9, 2015, at 8:25 p.m.

Ayes: 4 - Trustees Anderson, Cuellar, Garcia, Peña Absent: 1 - Trustee Hansen

David Verdugo, Co-Secretary
To the Board of Education

President

Vice President/Clerk



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**BOARD OF EDUCATION** 

TONY PEÑA President

LINDA GARCIA Vice President

ALICIA ANDERSON Member

SONYA CUELLAR

VIVIAN HANSEN

DR. RUTH PÉREZ Superintendent

# **FACILITIES CORPORATION** OF PARAMOUNT UNIFIED SCHOOL DISTRICT

# **MINUTES**

## December 9, 2015

The meeting was called to order at 8:26 p.m. by President Tony Peña in the Boardroom at the District Office, 15110 California Avenue, Paramount California.

Roll Call

Trustee Tony Peña

Trustee Sonya Cuellar

Trustee Linda Garcia

Trustee Alicia Anderson

Trustee Vivian Hansen -ill

Approve Agenda December 9, 2015

1.31

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the Facilities Corporation

meeting agenda of December 9, 2015.

Ayes: 4 - Trustees Anderson, Cuellar, Garcia, Peña

Absent: 1 - Hansen

Administrators Present

Delores Stephens, Assistant Secretary David Verdugo, Assistant Secretary

# **ACTION ITEMS**

# **General Services**

Confirmation of Officers

1.32

Trustee Cuellar moved, Trustee Garcia seconded and the motion carried 4-0 to confirm the officers and members of the Facilities Corporation and authorize Delores Stephens, David Verdugo and Ranita Browning to serve in the capacity of

Assistant Secretarys' and Treasurer respectively.

Ayes: 4 – Trustees Anderson, Cuellar, Garcia, Peña

Absent: 1 - Hansen

ADJOURNMENT

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 4-0 to adjourn the Facilities Corporation meeting of the Paramount Unified School District held on December 10.

2014, at 10:03 p.m.

Ayes: 4 - Trustees Anderson, Cuellar, Garcia, Peña

Absent: 1 - Hansen

12-9-15 Serving the communities of Bellflower, Lakewood, Long Beach, Paramount and South Gate.

Great things are happening in Paramount schools

	David Verdugo, Assistant Secretary To the Board of Education
President	
Vice President/Clerk	
AICE LIESINEHROLEIK	

**TO**: Board of Education

**FROM**: Ruth Pérez, Superintendent

**DATE**: January 13, 2016

**SUBJECT**: Secretary to the Board of Education

# **BACKGROUND INFORMATION:**

Members of the Governing Board of each unified school district may select the superintendent of schools, who is the executive officer, as secretary to said Governing Board. This designation takes place at the annual organizational meeting. However, the recent appointment of Ruth Pérez as the new Superintendent effective January 1, 2016 necessitates the designation Secretary to the Board of Education.

# POLICY/ISSUE:

Education Code 35025 – <u>Secretary</u> Board Bylaw - <u>Secretary</u>

# FISCAL IMPACT:

None

### STAFF RECOMMENDATION:

Designate the Superintendent of Schools, Ruth Pérez, as Secretary to the Board of Education in accordance with Education Code Section 35025.

# **DISTRICT PRIORITY 1:**

Raise student achievement: student achievement is the District's primary focus, especially reading/language arts, ELD, mathematics and CORE.

**ACTION ITEM: 1.1-A** 

**TO**: Board of Education

**FROM**: Ruth Pérez, Superintendent

**DATE**: January 13, 2016

**SUBJECT**: Employment Contracts – Assistant Superintendents

# **BACKGROUND INFORMATION:**

During the December 9, 2015 Board of Education meeting, the Board of Education reviewed the employment contract renewals of the Assistant Superintendents, Dr. Deborah Stark and Dr. Myrna Morales. The Board then approved the two employment contracts, but that action had not been included as an action item on the regular agenda. Thus, the employment contracts are being submitted to the Board for ratification and formal approval in accordance with the Government Code Section 53262(a).

# POLICY/ISSUE:

Board Policy 4135.1 - Personnel - Certificated/Classified Agreement

Board Policy 4300 - <u>Management Positions/Management Team</u>

Board Bylaw 9000 - Role of the Board and Members (Powers, Purposes, Duties)

# **FISCAL IMPACT:**

As per the proper placement on the Assistant Superintendent District's Management salary schedule.

### STAFF RECOMMENDATION:

Ratify and formally approve the employment contracts for Deborah Stark, Assistant Superintendent-Educational Services and Myrna Morales, Assistant Superintendent-Human Resources effective December 1, 2015.

#### **DISTRICT PRIORITY 1:**

Raise student achievement: student achievement is the District's primary focus, especially reading/language arts, ELD, mathematics and CORE.

**ACTION ITEM: 1.2-A** 

# PARAMOUNT UNIFIED SCHOOL DISTRICT CONTRACT OF EMPLOYMENT

### ASSISTANT SUPERINTENDENT-EDUCATIONAL SERVICES

(Certificated Management Position)

### DEBORAH STARK

- 1. PARTIES. The parties of this Employment Contract are the Board of Education of the Paramount Unified School District, Los Angeles County (hereinafter called "Board"), and Deborah Stark (hereinafter called "Assistant Superintendent").
- 2. EMPLOYMENT. The Board hereby agrees to employ Deborah Stark as Assistant Superintendent-Educational Services of the Paramount Unified School District for the term as specified in Paragraph 3 below.
- 3. TERM. The term of this Contract shall be from December 1, 2015, through and including June 30, 2018. On or before April 30th of each year thereafter, the Contract may, at the Board's discretion, be extended for an additional year subject to the Assistant Superintendent receiving a satisfactory performance evaluation. Extensions of this Contract shall be at the sole discretion of the Board.
- 4. SALARY. The base salary of the Assistant Superintendent shall be established by the District management salary schedule in accordance with the policy of the Board governing payment of other professional staff members in the District. The Governing Board may review the Assistant Superintendent's salary as part of the annual performance evaluation process and reserves the right to increase or decrease the annual salary rate for any or all years of this Contract with the mutual consent of the Assistant Superintendent. The Board shall not decrease this amount unless the salary rate of the majority of other certificated employees has been adjusted downward, in which event the Board shall have the right to adjust the Assistant Superintendent's salary downward in a like or equal percentage, provided no such decrease shall be retroactive. In the event there is an increase given to other certificated employees, the Assistant Superintendent's salary shall be increased similarly.

#### 5. FRINGE BENEFITS:

(a) Health and Welfare Benefits. The Assistant Superintendent shall be entitled to all health and welfare benefits applicable to certificated twelve (12) month management

employees as are incident to their employment relationship with the District, including major medical, dental, vision, and life insurance. The District shall contribute the sum of Thirteen Thousand Nine Hundred Twenty-Three Dollars (\$13,923) per year toward the cost of said benefits. Should the aggregate cost of these benefits exceed the District's contribution and should other management employees be required to contribute toward the cost of providing these health and welfare benefits, the Assistant Superintendent will also be responsible for contributing the difference if she wishes to maintain coverage under all insurance plans. Should the District increase the amount of contribution for health and welfare benefits for 12-month management employees, the contribution for the Superintendent's health and welfare benefits shall increase by an equal amount.

- (b) Early Retirement Benefits. If eligible under the terms specified in the applicable Board Policy and Administrative Regulation, the Assistant Superintendent may participate in the District's early retirement plan under the terms and conditions specified in the applicable Board Policy an Administrative Regulation. If eligible to participate in the District's early retirement plan, the Assistant Superintendent, at the time of retirement, shall make an irrevocable election to either (1) participate in the District health benefit insurance plans in effect at that time with the District making its contribution to the premiums as required by Board Policy and Administrative Regulation, or (2) elect to receive in cash, the District contribution to the health benefits premium as specified in Board Policy and Administrative Regulation, and purchase any District health benefit insurance plan at that time if desired.
- 6. DUTIES AND RESPONSIBILITIES. The Assistant Superintendent shall be governed by and shall perform duties and responsibilities as set forth in the California Education Code and the formal job description for the position of "Assistant Superintendent-Educational Services" as well as Rules and Regulations of the State Board of Education and Rules, Regulations, Policies and Directives of the Board Education of the Paramount Unified School District or its duly authorized agent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

The specific duties and responsibilities of the Assistant Superintendent shall include, but are not limited to, the following:

- A. Provides leadership in all areas related to the operation of schools; assists in the evaluation of principals.
- B. Administers the design and implementation of the District's research and evaluation program, to include assessment of pupil progress.
- C. Serves as a member of the Superintendent's Cabinet.
- D. Supervises staff in curriculum development, implementation and evaluation; conducts the planning, direction, control, and review of all pre-kindergarten

through adult articulated curriculum and instruction programs, including research trends and public relations.

- E. Supervises staff development for certificated and classified personnel.
- F. Supervises and coordinates the programs within the Education Services Division both curricular and co-curricular except as otherwise directed by the Superintendent. Those programs shall include, but not be limited to: regular day programs; pupil services, special education; children's center programs; curriculum consultants; curriculum and instruction, including special programs, staff development, instructional materials and other categorically funded programs.
- G. Evaluates, on a continuing basis, the evolving educational needs of students in the school system; supervises the development of long and short-range plans for achieving the curricular and educational objectives of the District and provides the Superintendent with timely, well-substantiated reports and recommendations for direction of the District's educational programs and services.
- H. Establishes and maintains favorable community relations with respect to the schools and programs under her jurisdiction.
- I. Supervises the development and implementation of measures to assess student progress toward curriculum objectives consistent with the District's research and evaluation model.

Assists in evaluating school attendance boundaries, instructional minutes, and facility and staffing needs in the pre-kindergarten through adult schools.

- K. Administers the District's resource development program including, but not limited to grants, foundations, and school-business partnerships.
- L. Assists in the design and implementation of the District's strategic planning process, including annual development and assessment of Board-adopted goals.
- M. Ensures articulation within and among elementary and secondary schools and between elementary and secondary schools.
- N. Performs additional duties and responsibilities as delegated by the Superintendent or conferred by the Board of Education

- 7. DUTY YEAR. The Assistant Superintendent shall render 223 days of paid service per year to the District during the term of this Contract, exclusive of paid vacation days.
- 8. EVALUATIONS. By September 1st of each year, the Superintendent and Assistant Superintendent shall meet to establish time lines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent. If mutual agreement cannot be reached, the Superintendent shall establish the goals and objectives. The format of the written evaluation shall be devised by the Superintendent with input from the Assistant Superintendent. The written evaluation shall be discussed with the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent.
- 9. TRANSPORTATION AND EXPENSES: The Assistant Superintendent shall be reimbursed at the approved IRS mileage reimbursement rate which, from time to time, may change during the term of this agreement. The Assistant Superintendent agrees to maintain in force, at all times during the term of this Agreement, a policy or policies of insurance providing coverage for liability against bodily injury with limits of not less than three hundred thousand dollars (\$300,000.00) per person, five hundred thousand dollars (\$500,000.00) per occurrence, and coverage for property damage of not less than one hundred thousand dollars (\$100,000.00) for each accident. All costs of vehicle operation, maintenance, and insurance shall be paid by the Assistant Superintendent.
- 10. VACATION AND SICK LEAVE. The Assistant Superintendent shall receive two days of paid vacation per month, exclusive of legal and Board-adopted holidays, and shall accrue sick leave in accordance with Governing Board policies for certificated management and extended illness leave pursuant to statute. Vacation shall be taken during the year in which it is earned at a time that is deemed appropriate by the Board and Superintendent. In the event all vacation days are not used during year earned, the Assistant Superintendent will be compensated at the end of each year for all vacation days accumulated over twenty-four (24) at the then-effective salary rate.
- 11. AUTHORIZED WITHHOLDING. Upon request of the Assistant Superintendent, the Board may withhold from the Assistant Superintendent's salary such sums for transmittal to insurance plans for other purposes as the Assistant Superintendent may require.
- 12. REIMBURSEMENT OF EXPENSES. All expenses incurred by the Assistant Superintendent outside of the District on behalf of the District shall be reimbursed based on District policies and regulation, upon the submission of appropriate expense vouchers or

#### accounts.

- 13. OUTSIDE PROFESSIONAL ACTIVITIES. The Assistant Superintendent may undertake outside professional activities, including consultative work, speaking engagements, writings, lecturing, or other outside activities, provided such undertakings do not interfere with the performance of her duties under this Contract. Compensation or remuneration received by the Assistant Superintendent in connection with such activities, except for publication royalties, shall be assigned to the District, except that compensation for services rendered during non-working time shall be retained by the Assistant Superintendent.
- 14. CHANGES TO OR TERMINATION OF CONTRACT. This Contract may be changed, altered, amended, or terminated during its term by the mutual written agreement of the Board and Assistant Superintendent. Any adjustment in the salary of the Assistant Superintendent during the term of this Contract shall be deemed an amendment and not a new contract. In the event a new contract is agreed upon by the parties, it shall be deemed to supersede this Contract.
- a. <u>Termination by Board Without Cause:</u> Notwithstanding any other provisions of this Contract, the Board, in its discretion and upon giving of ninety (90) days' notice, shall have the option to terminate this Contract effective as of June 30 of any year during the term of this Contract. If the Board elects this option to terminate the Contract, it shall continue to pay the Assistant Superintendent all compensation and benefits for up to eighteen (18) months after the effective date of termination. All such payments shall cease as of the date the Assistant Superintendent commences comparable employment. "Comparable Employment" shall mean a position of substantially equal responsibilities and compensation in the field of educational administration.
- b. Notwithstanding paragraph 14(a) and pursuant to Government Code Section 53260, in event of termination of this Contract for any reason, no cash settlement may be made in an amount which exceeds salary remaining under this Contract, or salary for eighteen (18) months, whichever is less. This amount shall not be construed as a guarantee or a minimum entitlement.
- c. Pursuant to Government Code Section 53261, in event of termination of this Contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.
- d. <u>Termination by Assistant Superintendent</u>: Notwithstanding any other provisions of this Contract, the Assistant Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. In the event the Assistant Superintendent voluntarily terminates this Contract prior to its expiration, the District

shall be liable for her salary for only that portion of the Contract for which her services were actually rendered.

- e. <u>Non-Renewal of Contract:</u> Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect not to renew this Contract, and/or not to reemploy the Assistant Superintendent upon expiration of this Contract pursuant to Education Code Section 35031.
- f. Breach of Contract: The Assistant Superintendent shall fulfill all aspects of this Contract. This Contract and the services of the Assistant Superintendent may be terminated by the Board at any time for breach of this Contract or any of the grounds enumerated in Education Code Section 44932. The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Agreement Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board.
- 15. APPLICABLE LAWS. This Contract is subject to all applicable laws of the State of California, the Rules and Regulations of the California State Board of Education, and Rules, Regulations, Policies, and directives of the Board of Education of the Paramount Unified School District.
- 16. BOARD AUTHORIZATION. Execution of this Contract was authorized by Board action at a regular meeting of the Board of Education held on December 9, 2015, for a period beginning December 1, 2015, and ending June 30, 2018.

Executed at Paramount, California on 12/9/2015.

GOVERNING BOARD OF THE PARAMOUNT UNIFIED SCHOOL DISTRICT	ASSISTANT SUPERINTENDENT - EDUCATIONAL SERVICES
Alicia Anderson, President	Deborah Stark

# PARAMOUNT UNIFIED SCHOOL DISTRICT CONTRACT OF EMPLOYMENT

# ASSISTANT SUPERINTENDENT - HUMAN RESOURCES (Certificated Management Position)

### **MYRNA MORALES**

- I. PARTIES. The parties of this Employment Contract are the Board of Education of the Paramount Unified School District, Los Angeles County (hereinafter called "Board"), and Myrna Morales (hereinafter called "Assistant Superintendent").
- II. EMPLOYMENT. The Board hereby agrees to employ Myrna Morales as Assistant Superintendent-Human Resources of the Paramount Unified School District for the term as specified in Paragraph 3 below.
- III. TERM. The term of this Contract shall be from December 1, 2015, through and including June 30, 2018. On or before June 30th of each year thereafter, the Contract may, at the Board's discretion, be extended for an additional year subject to the Assistant Superintendent receiving a satisfactory performance evaluation. Extensions of this Contract shall be at the sole discretion of the Board.
- IV. SALARY. The base salary of the Assistant Superintendent shall be established by the District management salary schedule in accordance with the policy of the Board governing payment of other professional staff members in the District. The Governing Board may review the Assistant Superintendent's salary as part of the annual performance evaluation process and reserves the right to increase or decrease the annual salary rate for any or all years of this Contract with the mutual consent of the Assistant Superintendent. The Board shall not decrease this amount unless the salary rate of the majority of other certificated employees has been adjusted downward, in which event the Board shall have the right to adjust the Assistant Superintendent's salary downward in a like or equal percentage, provided no such decrease shall be retroactive.

### V. FRINGE BENEFITS:

A. Health and Welfare Benefits. The Assistant Superintendent shall be entitled to all health and welfare benefits applicable to certificated twelve (12) month management employees as are incident to their employment relationship with the District, including major medical, dental, vision, and life insurance. The District shall contribute the sum of Thirteen Thousand Nine Hundred Twenty-Three Dollars (\$13,923) per year toward the cost of said benefits. Should the aggregate cost of these benefits exceed the District's contribution and should other management employees be required to contribute toward the cost of providing these health and welfare benefits, the Assistant Superintendent will also be responsible for contributing the difference if she wishes to maintain coverage under all insurance plans. Should the District increase the amount of contribution for health and welfare benefits for 12-month management employees, the contribution for the Superintendent's health and welfare benefits shall increase by an equal amount.

- B. Early Retirement Benefits. If eligible under the terms specified in the applicable Board Policy and Administrative Regulation, the Assistant Superintendent may participate in the District's early retirement plan under the terms and conditions specified in the applicable Board Policy an Administrative Regulation. If eligible to participate in the District's early retirement plan, the Assistant Superintendent, at the time of retirement, shall make an irrevocable election to either (1) participate in the District health benefit insurance plans in effect at that time with the District making its contribution to the premiums as required by Board Policy and Administrative Regulation, or (2) elect to receive in cash, the District contribution to the health benefits premium as specified in Board Policy and Administrative Regulation, and purchase any District health benefit insurance plan at that time if desired.
- VI. DUTIES AND RESPONSIBILITIES. The Assistant Superintendent shall be governed by and perform duties and responsibilities as set forth in the California Education Code and the formal job description for the position of "Assistant Superintendent-Human Resources" as well as Rules and Regulations of the State Board of Education and Rules, Regulations, Policies and Directives of the Governing Board of the Paramount Unified School District or its duly authorized agent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

Specific duties and responsibilities of the Assistant Superintendent shall include, but are not limited to, the following:

- A. Administration, supervision and implementation of a comprehensive Human Resources program, procedures and practices.
- B. Planning and coordinating a comprehensive employer-employee relations program which includes major responsibility for the direction of negotiations with certificated and classified bargaining units.
- C. Administration of the grievance procedure and other contract-related activities with/for certificated and classified bargaining unit members.
- D. Making recommendations concerning the formulation of policies and regulations, interpreting existing personnel policies and regulations, and maintaining the District's policy manual.
- E. Preparing those sections of the Board meeting agenda which pertain to human resource matters, including those items which will be heard in Closed Session when requested by the Superintendent.
- F. Planning and coordinating an employment system which provides for effective recruitment, screening, selection, and placement of all certificated, classified, and management personnel within specified timelines and affirmative action policies and procedures.
- G. Processing recommendations for employment terminations, assembling and substantiating information for employee dismissals, and arranging necessary meetings and hearings.

- H. Reviewing, developing, and implementing office procedures and Division organizational structures which result in improved and more efficient client services.
- I. Developing and maintaining a comprehensive, efficient, and accurate records system pertinent to employee hiring, transfers, tenure attainment, retirements, leaves, promotions, salary placement, etc.
- J. Conducting research related to human resources, including salary research, staff characteristics studies, professional standards, and/or other related projects.
- K. Consulting with and advising division, site, and department managers and administrators on individual personnel matters.
- L. Assisting in the planning and coordination of District-wide inservice training programs for all employee groups as it relates to personnel-related issues.
- M. Planning and presentation of workshops and ongoing training for the District's management employees in human resources-related areas such as performance appraisal, documentation, employee contract management, etc.
- N. Implementing and monitoring comprehensive Equal Employment Opportunity programs.
- O. Monitoring and overseeing the performance appraisal process for all District employees except the Superintendent and Assistant Superintendents; making recommendations for improvements in the process as appropriate.
- P. Monitoring and determining class sizes within contractual and statutory parameters; recommending and implementing school staffing allocations.
- Q. Developing and maintaining in a fiscally responsible manner the annual budget for the Human Resources Division.
- R. Serving as a member of the Superintendent's Cabinet, and performing other duties as assigned by the Superintendent.
- S. Supervising and evaluating employees directly accountable to the Assistant Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.

VII. DUTY YEAR. The Assistant Superintendent shall render 223 days of paid service per year to the District during the term of this Contract, exclusive of paid vacation days.

VIII. EVALUATIONS. By September 1st of each year, the Superintendent and Assistant Superintendent shall meet to establish time lines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based

upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent. If mutual agreement cannot be reached, the Superintendent shall establish the goals and objectives. The format of the written evaluation shall be devised by the Superintendent with input from the Assistant Superintendent. The written evaluation shall be discussed with the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent.

- IX. TRANSPORTATION AND EXPENSES: The Assistant Superintendent shall be reimbursed at the approved IRS mileage reimbursement rate which, from time to time, may change during the term of this agreement. The Assistant Superintendent agrees to maintain in force, at all times during the term of this Agreement, a policy or policies of insurance providing coverage for liability against bodily injury with limits of not less than three hundred thousand dollars (\$300,000.00) per person, five hundred thousand dollars (\$500,000.00) per occurrence, and coverage for property damage of not less than one hundred thousand dollars (\$100,000.00) for each accident. All costs of vehicle operation, maintenance, and insurance shall be paid by the Assistant Superintendent.
- X. VACATION AND SICK LEAVE. The Assistant Superintendent shall receive two days of paid vacation per month, exclusive of legal and Board-adopted holidays, and shall accrue sick leave in accordance with Governing Board policies for certificated management and extended illness leave pursuant to statute. Vacation shall be taken during the year in which it is earned at a time that is deemed appropriate by the Board and Superintendent. In the event all vacation days are not used during year earned, the Assistant Superintendent will be compensated at the end of each year for all vacation days accumulated over twenty-four (24) at the then-effective salary rate.
- XI. AUTHORIZED WITHHOLDING. Upon request of the Assistant Superintendent, the Board may withhold from the Assistant Superintendent's salary such sums for transmittal to insurance plans for other purposes as the Assistant Superintendent may require and the District can legally provide.
- XII. REIMBURSEMENT OF EXPENSES. All expenses incurred by the Assistant Superintendent outside of the District on behalf of the District shall be reimbursed based on District policies and regulation, upon the submission of appropriate expense vouchers or accounts.
- XIII. CHANGES OR TERMINATION. This Contract may be changed, altered, amended, or terminated during its term by the mutual written agreement of the Board and Assistant Superintendent. Any adjustment in the salary of the Assistant Superintendent during the term of this Contract shall be deemed an amendment and not a new contract. In the event a new contract is agreed upon by the parties, it shall be deemed to supersede this Contract.
- A. Termination by Board Without Cause: Notwithstanding any other provisions of this Contract, the Board, in its discretion and upon giving of ninety (90) days' notice, shall have the option to terminate this Contract effective as of June 30 of any year during the term of this

Contract. If the Board elects this option to terminate the Contract, it shall continue to pay the Assistant Superintendent all compensation and benefits for up to eighteen (18) months after the effective date of termination. All such payments shall cease as of the date the Assistant Superintendent commences comparable employment. "Comparable Employment" shall mean a position of substantially equal responsibilities and compensation in the field of educational administration.

- B. Notwithstanding paragraph 13(a) and pursuant to Government Code Section 53260, in event of termination of this Contract for any reason, no cash settlement may be made in an amount which exceeds salary remaining under this Contract, or salary for eighteen (18) months, whichever is less. This amount shall not be construed as a guarantee or a minimum entitlement.
- C. Pursuant to Government Code Section 53261, in event of termination of this Contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.
- D. <u>Termination by Assistant Superintendent</u>: Notwithstanding any other provisions of this Contract, the Assistant Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. In the event the Assistant Superintendent voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for her salary for only that portion of the Agreement for which her services were actually rendered.
- E. <u>Non-Renewal of Contract</u>: Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect not to renew this Contract, and/or not to reemploy the Assistant Superintendent upon expiration of this Contract pursuant to Education Code Section 35031.
- F. Breach of Contract: The Assistant Superintendent shall fulfill all aspects of this Contract. This Contract and the services of the Assistant Superintendent may be terminated by the Board at any time for breach of this Contract or any of the grounds enumerated in Education Code Section 44932. The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Agreement Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board.
- XIV. APPLICABLE LAWS. This Contract is subject to all applicable laws of the State of California, the Rules and Regulations of the California State Board of Education, and Rules,

Regulations, Policies, and directives of the Board of Education of the Paramount Unified School District.

XV. BOARD AUTHORIZATION. Execution of this Contract was authorized by Board-action at a regular meeting of the Board of Education held December 9, 2015, for a term beginning December 1, 2015, and ending June 30, 2018.

Executed at Paramount, California on 12/9/2015.

GOVERNING BOARD OF THE	ASSISTANT SUPERINTENDENT -
PARAMOUNT UNIFIED SCHOOL DISTRICT	HUMAN RESOURCES
Alicia Anderson, President	Myrna Morales

**TO:** Ruth Pérez, Superintendent

FROM: Ranita Browning, Interim Assistant Superintendent-Business Services

**DATE:** January 13, 2016

**SUBJECT:** Revision 1 of Resolutions 15-19 through 15-28, Signature

Authorizations

# **BACKGROUND INFORMATION:**

The Governing Board of each school district shall be responsible for filing, or causing to be filed with the County Superintendent of Schools, the verified signature of each person, including members of the Governing Board, authorized to sign notices of employment, contracts and orders in its name. The Los Angeles County Office of Education requires an annual renewal of authorized signatures following the reorganization of the Board of Education each December. Resolutions 15-19 through 15-28 designate those persons who are authorized to sign documents on behalf of the District.

The revision of Resolution Nos. 15-19 through 15-28 will authorize the following District staff members in new positions to sign documents on behalf of the District until December 13, 2016: Ruth Pérez, Superintendent,

### POLICY/ISSUE:

Board Policy 3326.3 - Signatures/Facsimiles

#### FISCAL IMPACT:

None

### STAFF RECOMMENDATION:

Approve Revision 1 of Resolutions 15-19 through 15-28, Signature Authorizations through December 13, 2016.

# PREPARED BY:

Ranita Browning, Interim Assistant Superintendent-Business Services

### **DISTRICT PRIORITY 9:**

Effectively manage resources in order to achieve the District's mission.

# PARAMOUNT UNIFIED SCHOOL DISTRICT SIGNATURE AUTHORIZATIONS BOARD TERM -- 2015-2016

#### **REVISION 1**

#### **RESOLUTION 15-19**

The Board of Education of the Paramount Unified School District hereby resolves that Ruth Pérez, Superintendent; and/or Deborah Stark, Assistant Superintendent-Educational Services; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services, shall sign manually or by facsimile, the orders drawn on funds of the Paramount Unified School District for warrants, revolving cash checks, and orders for salary payments and cafeteria checks for the period beginning December 10, 2015, and ending December 13, 2016.

### **RESOLUTION 15-20**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/ Director of Fiscal Services; and/or Christopher Stamm, Student Nutrition Services Director, to sign all applications and reports connected with the Special School Milk Program and the National School Lunch Program for the period beginning December 10, 2015, and ending December 13, 2016.

## **RESOLUTION 15-21**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Deborah Stark, Assistant Superintendent-Educational Services; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services; and/or Myrna Morales, Assistant Superintendent-Human Resources; and/or Beatriz Spelker-Levi, Director of Personnel, to sign manually or by facsimile, employment-related notices for District personnel whose employment status has been authorized or ratified by the Board of Education, and related documents for the period beginning December 10, 2015, and ending December 13, 2016.

# **RESOLUTION 15-22**

The Board of Education of the Paramount Unified School District hereby designates Ruth Pérez, Superintendent; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services; and/or Deborah Stark, Assistant Superintendent-Educational Services; and/or Randy Gray, Director of Special Projects/Elementary Education/VAPA; and/or Manuel San Miguel, Director of Student Services/ Alternative Education; and/or Gregoire Francois, Director of Secondary Education/CTE and Instructional Technology; and/or Adrian Ayala, Director of Leadership Development; and/or Kim Cole, Director of Special Education/Early Childhood Education; and/or Margarita

Rodriguez, Director of Research and Evaluation, as authorized representatives for the purpose of furnishing information to the United States of America, and/or to the State of California, such information, data, documents as pertain to the application for funds under the provisions of any and all federal- and state-connected projects and subsequent amendments to such projects. Certified copies of this resolution shall be included as a part of any application for funds to be submitted to the United States of America or the State of California in connection with any and all federal and state projects for the period beginning December 10, 2015, and ending December 13, 2016.

#### **RESOLUTION 15-23**

The Board of Education of the Paramount Unified School District hereby <u>authorizes the continuation of a Cash Clearing Account</u>. The checks will be preprinted for payment to the <u>Treasurer</u>, County of Los Angeles. The authorized signatories of this account will be Ruth Pérez, Superintendent; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services; during the period beginning December 10, 2015, and ending December 13, 2016.

### **RESOLUTION 15-24**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent, and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services, to invest surplus cash in U.S. Treasury Bills at their discretion. It is understood that a report will be made on interest rates of return on the investments as they mature and that an annual report will be presented to the Board of Education for the period beginning December 10, 2015, and ending December 13, 2016.

#### **RESOLUTION 15-25**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Ranita Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services; Cynthia A. DiPaola, Director of Operations; and/or Roger Ramirez, Assistant Director of Operations, to sign manually or by facsimile, all purchase orders and/or documents relating to purchase orders, including the purchase of fuel through the Los Angeles Procurement Division, during the period beginning December 10, 2015, and ending December 13, 2016.

# **RESOLUTION 15-26**

The Board of Education of the Paramount Unified School District hereby <u>authorizes the</u> reimbursement of the Cash Revolving Fund for awards, plaques, and certificates made to members of the staff of the Paramount Unified School District and students who participate <u>as an advisory group to the Board of Education</u> during the period beginning December 10, 2015, and ending December 13, 2016.

#### **RESOLUTION 15-27**

The Board of Education of the Paramount Unified School District hereby <u>authorizes Ranita</u> Browning, Interim Assistant Superintendent-Business Services/Director of Fiscal Services; and/or Patricia Tu, Assistant Director of Fiscal Services, to approve vendor payments through the PeopleSoft and SmarteFinance systems during the period beginning December 10, 2015, and ending December 13, 2016.

# **RESOLUTION 15-28**

The Board of Education of the Paramount Unified School District hereby resolves that in the out-of-district absence of the Superintendent from December 10, 2015, through December 13, 2016, the Assistant Superintendent-Educational Services shall act as Superintendent. The Board further resolves that in the out-of-district absence of both the Superintendent and the Assistant Superintendent-Educational Services, the Assistant Superintendent-Human Resources shall act as Superintendent. The Board further resolves that in the out-of-district absences of the Superintendent, the Assistant Superintendent-Educational Services, and the Assistant Superintendent-Human Resources, the Assistant Superintendent-Business Services shall act as Superintendent.

BE IT, THEREFORE, RESOLVED, that this Governing Board is hereby establishing the District Signature Authorizations for the 2015-2016 Board term year.

ADOPTED this 13th day of January, 2016.

President of the Board
Vice President of the Board
Member of the Board
Member of the Board
Member of the Board
Ruth Pérez, Secretary to the Board