

Paramount Unified School District



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

BOARD OF EDUCATION

LINDA GARCIA

President

VIVIAN HANSEN

Vice President

ALICIA ANDERSON

Member

SONYA CUELLAR

Member

TONY PEÑA

Member

RUTH PÉREZ

District Superintendent

STATUTORY MEETING OF BOARD OF EDUCATION

MINUTES

December 12, 2016

The meeting was called to order at 6:05 p.m. by President Tony Peña 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 Tony Peña Trustee Sonya Cuellar - ill
Trustee Linda Garcia Trustee Vivian Hansen
Trustee Alicia Anderson
- Administrators Present Ruth Pérez, Superintendent
Ruben Frutos, Assistant Superintendent-Business Services
Myrna Morales, Assistant Superintendent-Human Resources
Ryan Smith, Assistant Superintendent-Secondary Educational Services
Deborah Stark, Assistant Superintendent-Educational Services
Cindy DiPaola, Director-Maintenance & Operations
Greg Francois, Director-Secondary Education
Renee Jeffrey, Director--K-5 School Support & Innovative Programs
Manuel San Miguel, Director-Student Services
Beatriz Spelker-Levi, Director-Personnel
Chris Stamm, Director, Student Nutrition Services
Patricia Tu, Director-Fiscal Services
Yolanda Calderon, Assistant Director-Fiscal Services
Kelly Anderson, Principal-Jackson School
Greg Buckner, Principal-Paramount High School
Lynn Butler, Principal-Alondra Middle School
Topekia Jones, Principal-Lincoln School
Jerry King, Principal-Paramount Adult School
Morrie Kosareff, Principal-Buena Vista High 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

Sue Saikaly, Principal-Zamboni Middle School
Elizabeth Salcido, Principal-Paramount High School-West
Dee Stephens, Interim Principal-Keppel School
Connie Toscano, Principal-Wirtz School
Hilda Verdugo, Principal-Los Cerritos School
Kelly Williams, Principal-Jefferson School
Elida Garcia, Program Director-ECE
Jill Hammond, Assistant Principal-Alondra Middle School

BOARD ORGANIZATION

- Election of Officers –
President
1.1
- Trustee Hansen nominated Trustee Linda Garcia for President and Trustee Anderson seconded the nomination. There were no other nominations. Trustee Garcia was elected President by a vote of 4-0.
- Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Trustee Cuellar
- Vice President/Clerk
1.2
- Trustee Anderson nominated Trustee Vivian Hansen for Vice President/Clerk, and Trustee Garcia seconded the nomination. There were no other nominations. Trustee Garcia was elected Vice President/Clerk by a vote of 4-0.
- Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Trustee Cuellar
- Secretary to the Board
1.3
- Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 4-0 to designate the Superintendent of Schools, Ruth Pérez, as Secretary to the Board of Education in accordance with Education Code Section 35025.
- Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Trustee Cuellar
- 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 Anderson seconded the nomination. There were no other nominations. Trustee Peña was elected by a vote of 4-0.
- Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Trustee Cuellar
- Representative to Los
Angeles County School
Trustees Association
1.5
- Trustee Hansen nominated Trustee Linda Garcia as the District's representative to the Los Angeles County School Trustees Association, and Trustee Anderson seconded the nomination. There were no other nominations. Trustee Garcia was elected by a vote of 4-0.
- Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Trustee Cuellar
- Establish Board Meetings –
Day, Time, and Place
- Trustee Anderson moved, Trustee Garcia seconded and the motion carried 4-0 to establish Board of Education meetings for the 2017

1.6

calendar year.

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

Superintendent Dr. Pérez and Board of Education members recognized and thanked outgoing President Tony Peña for his service to the Board of Education and to Paramount Unified School District, and presented him with a clock. Trustee Peña was also recognized by Genesis Coronado field representative to Congresswoman Lucille Roybal-Allard. A certificate was also provided on behalf of the City of Paramount Council.

REGULAR MEETING OF BOARD OF EDUCATION

Approve Agenda
December 12, 2016
1.7

Trustee Anderson moved, Trustee Hansen seconded and the motion carried 4-0 to approve the December 12, 2016 agenda.

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

Regular Meeting Minutes
November 14, 2016
1.8

Trustee Hansen moved, Trustee Anderson seconded and the motion carried 4-0 to approve the minutes of the Regular Meeting held on November 14, 2016.

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

REPORTS

Student Board
Representatives

Yanet Lopez- Paramount High School, Jaylene Martinez -Paramount High School-West, Karina Macias-Buena Vista High School and Martha Rubio-Paramount Adult School reported on school academic, athletic and extra-curricular activities.

Employee Representative
Reports

TAP president April O'Connor wished the Board Happy Holidays and added that she hoped that they could take some time to spend with family.

She shared that she just returned from a conference which attendees included teachers from other states. She added that she would like new teachers to be able to have the same experiences she has had. April expressed concern that she has not seen a negotiations proposal that is competitive and there are many big ticket items on the agenda for Board approval. Class sizes and responsibilities have not decreased. Teachers want to feel valued and right now they feel they are not. They want to feel supported.

April thanked Christine Barboza for her support and hopes to move into 2017 on a positive note.

Meeting Break Celebration	<p>The Board of Education recessed the regular meeting at 7:00 p.m. and staff and guests celebrated the election of the new 2017 officers.</p> <p>The Paramount High School Choir, under the direction of Brian Hayes, provided an entertaining musical tribute to the holidays.</p> <p>President Garcia reconvened the meeting at 7:20 p.m.</p>
Board Members' Reports	<p>Trustee Anderson wished everyone Happy Holidays. She attended the the CSBA Annual Education Conference and she attended the Annual Breakfast with Santa.</p> <p>Trustee Garcia wished everyone Happy Holidays. She attended the the CSBA Annual Education Conference and the Annual Breakfast with Santa. She also shared information on the upcoming fundraiser that will be hosted at the Elk's Lodge on Friday, January 6, 2017 to benefit the Boy's Scout.</p> <p>Trustee Hansen wished everyone Happy Holidays. She attended the CSBA Annual Education Conference and she attended the Annual Breakfast with Santa.</p> <p>Trustee Peña attended the Annual CSBA Education conference, the CSBA Golden Bell Awards luncheon, he helped with the Santa train, attended the City's Annual Tree lighting, Breakfast with Santa, and the STAR principal's luncheon.</p>
Superintendent's Report	<p>Superintendent Dr. Pérez highlighted a variety of items:</p> <ul style="list-style-type: none"> ○ Superintendent Dr. Pérez attended the Annual CSBA Education conference along with Board members. ○ She visited Los Cerritos School to assist with the distribution of eye glasses to students that was sponsored by the Paramount Rotary Club and Vision to Learn. ○ Dr. Pérez participated in the cohort visit at Jefferson School and Alondra Middle School. ○ She attended a meeting at CSULB as a Committee member. ○ Superintendent Pérez attended the Strategic Planning meeting. <p><u>Instructional Technology Pilot</u> Dr. Deborah Stark, Assistant Superintendent-Educational Services provided the Board with information on K-12 Language Arts and ELD Textbook adoption, an update on ELA initiatives implemented in 2016-17 and outline plan for new adoptions to implement in 2017-18.</p> <p>A full version of the presentation is available on the District's website</p> <p><u>First Interim Report</u> Mr. Ruben Frutos, Assistant Superintendent-Business Services and Patricia Tu, Director-Fiscal Services provided the Board with 2016-17 First Interim Report information in which the approval of the First Interim with a positive certification will follow later in the meeting.</p>

A full version of the presentation is available on the District's website

**BOARD MEETING
CALENDAR**

There were no other changes to the calendar.

HEARING SECTION

During the hearing section, PHS teacher Daniel Hasheminejad addressed the Board regarding the recent air quality concerns in the city. He asked that the District hire a company provide soil testing at school sites and obtain results.

CONSENT ITEMS

0.9

Trustee Hansen moved, Trustee Anderson seconded and the motion carried 4-0 to approve the Consent Items.

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

Human Resources

Personnel Report
16-08
2.9

Accept Personnel Report 16-08, 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 2016-17 State Budget Act and related legislation.

Educational Services

Consultant and Contract
Services
3.9

Approve the consultant and contract services request authorizing contracts with consultants or independent contractors who provide specialized services, as submitted.

Overnight and/or Out-of-
County Study Trips
3.9

Approve the overnight and/or out-of-county study trips for students consistent with the District policies and instructional programs.

Memorandum of
Understanding with El Camino
College Compton Center
3.9

Approve the Memorandum of Understanding with El Camino College Compton Center to provide after school instruction for selected students at Paramount High School for Spring 2017.

Business Services

Purchase Order Report
16-08
4.9

Approve Purchase Order Report 16-08 as submitted, authorizing the purchase of supplies, equipment, and services for the District.

Warrants for the Month of
November 2016
4.9

Approve warrants for all funds through November with a total of \$13,507,252.14.

Consultant Services
4.9

Approve the Consultant Services request authorizing contracts with consultants or independent contractors who provide specialized services, and authorize the Superintendent or designee to execute all necessary documents.

Donations
4.9

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

Nominations for CSBA
Delegate Assembly – Region
24
1.10

There were no nominations and no action was taken.

Human Resources

Student Teaching Affiliation
Agreement with the University
of Phoenix
2.11

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 4-0 to approve the agreement with the University of Phoenix for participation in the student teaching program.

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

Educational Services

Catapult Learning
Professional Development
Services Agreement
3.12

Trustee Hansen moved, Trustee Peña seconded, and the motion carried 4-0 to approve Catapult Learning Professional Development Services Agreement to provide professional development to teachers at St. Pancratius School.

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

Nonpublic School Placement
for Special Education
Students for 2016-17
3.13

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 4-0 to approve the placement for special education students in nonpublic schools, as determined by the student's Individual Education Plan for the 2016-17 school year.

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

Retire Board Policy 6164.12 –
AIDS Instruction
3.14

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 4-0 to retire Board Policy 6164.12 – AIDS Instruction to be replaced with a new policy that meets current state requirements.

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

Schoolology Learning
Management System

This item was pulled from the agenda.

Academic Choir Apparel
3.15

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 4-0 to approve the quote from Academic Choir Apparel for the purchase of cap and gowns for Paramount High School graduates.

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

Agreement with USC Rossier
School of Education for a
Framework for Strategic
Planning
3.16

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 4-0 to approve the extension to the existing agreement with USC Rossier School of Education for a Framework for Strategic Planning, and authorize the Superintendent or designee to sign all necessary documents.

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

Articulation Agreement for
CTE Computer Assisted
Drafting and Design Course
with Cerritos College
3.17

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 4-0 to authorize the Credit by Examination Articulation Agreement for Computer Assisted Drafting and Design course at Paramount High School.

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

Business Services

First Interim Report 2016-17
4.18

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 4-0 to approve the First Interim Report with a positive certification.

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

Resolutions 16-17 through 16-
26, Signature Authorizations
4.19

Trustee Peña moved, Trustee Hansen seconded and the motion carried 4-0 to approve Resolutions 16-17 through 16-26, Signature Authorizations through December 11, 2017.

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

Agreement for Consultant
Services – Electrical
Engineering Services
4.20

Trustee Anderson moved, Trustee Peña seconded and the motion to carried 4-0 approve the consultant agreement with Yowanto Engineering to perform electrical engineering at Wirtz School. Authorize the Superintendent(s) or designee to execute all necessary documents.

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

Notices of Completion – Field
Service Contracts
4.21

Trustee Anderson moved, Trustee Peña seconded and the motion to carried 4-0 to accept as completed the Field Service Contracts for replacement of rain gutters at Gaines School, network cabling at Buena Vista High School, electrical services at Buena Vista High School and playground resurfacing at Hollydale ECE, and authorize the Superintendent or designee to file the Notices of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

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

Sale, Disposal or Recycle of
Surplus Property
4.22

Trustee Hansen moved, Trustee Anderson seconded and the motion to carried 5-0 to authorize staff to identify surplus or obsolete property, and further authorize the Superintendent or designee to arrange for the sale or disposal of District surplus property in accordance with Board Policy and the requirements of State law.

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

Amendment No. 1 to Contract
with Los Angeles County
Office of Education to
Reimburse Administrative
Costs Related to the California
School-Based Medi-Cal
Administrative Activities
Program
4.23

Trustee Anderson moved, Trustee Peña seconded and the motion to carried 4-0 to ratify Amendment No. 1 to the Contract with Los Angeles County Office of Education to Reimburse Administrative Costs Related to the California School-Based Medi-Cal Administrative Activities Program. Authorize the Superintendent or designee to execute all necessary documents.

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

2016-17 Budget
Adjustment as of First Interim
4.24

Trustee Anderson moved, Trustee Peña seconded and the motion to carried 4-0 to approve the 2016-17 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, and the Cafeteria Fund.

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

Agreement for Consultant
Services with Leadership
Associates, LLC
4.25

Trustee Anderson moved, Trustee Peña seconded and the motion to carried 4-0 to approve the Agreement for Consultant Services with Leadership Associates, LLC for executive coaching services, and authorize the Superintendent or designee to execute all necessary documents.

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

CONFERENCE ITEMS

Educational Services

New Board Policy 6142.1 –
Sexual Health and HIV/AIDS
Prevention Instruction

The Board accepted for first reading proposed new Board Policy 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction for first reading, which reflects current State requirements.

INFORMATION ITEMS

Educational Services

New Administrative Regulation
6161.1 – Equipment, Books
and Materials

The Board received as information new Administrative Regulation 6161.1 – Equipment, Books and Materials which was developed to align with updates in Education Codes.

Revised Administrative Regulation 1250 – Visits to the Schools

The Board received as information revised Administrative Regulation 1250 - Visits to the Schools.

Business Services

Average Daily Attendance Summary Report Through November 4, 2016 and the Third Monthly School Enrollment Report

The Board received as information the monthly school attendance reports for 2016-17.

ANNOUNCEMENTS

President Garcia reported that the next Regular Meeting would be January 9, 2017, at 6:00 p.m. – Boardroom of the District Office.

CLOSED SESSION

The Board adjourned to Closed Session at 8:08 p.m. to discuss conference with labor negotiator, public employee performance/evaluation (principals), student discipline and governance team items.

OPEN SESSION

The Board reconvened to Regular Session at 10:05 p.m. President Anderson reported that the Board had discussed conference with labor negotiator, public employee performance/evaluation (principals), student discipline and governance team items.

The following action was taken in Closed Session:

Student Discipline
Student E-3
3.26

Trustee Peña moved, Trustee Anderson seconded, and the motion carried 4-0 to expel student E-3 for the 2016-17 school year.

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

ADJOURNMENT

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 4-0 to adjourn the Statutory Meeting of the Board of Education held on December 12, 2016, at 10:06 p.m. in memory of retired teacher Nora Brennan.

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

Ruth Pérez, Secretary
To the Board of Education

President

Vice President/Clerk

Paramount Unified School District



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BOARD OF EDUCATION

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President
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TONY PEÑA
Member
RUTH PÉREZ
District Superintendent

FACILITIES CORPORATION OF PARAMOUNT UNIFIED SCHOOL DISTRICT

MINUTES

December 12, 2016

The meeting was called to order at 10:07 p.m. by President Linda Garcia in the Boardroom at the District Office, 15110 California Avenue, Paramount California.

Roll Call	Trustee Linda Garcia Trustee Vivian Hansen Trustee Alicia Anderson	Trustee Sonya Cuellar-ill Trustee Tony Peña
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Approve Agenda December 12, 2016 1.27	Trustee Peña moved, Trustee Anderson seconded, and the motion carried 4-0 to approve the Facilities Corporation meeting agenda of December 12, 2016.
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Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Cuellar

Administrators Present	Ruth Pérez, Assistant Secretary
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ACTION ITEMS

General Services

Confirmation of Officers 1.28	Trustee Hansen moved, Trustee Anderson seconded and the motion carried 4-0 to confirm the officers and members of the Facilities Corporation and authorize Ruth Pérez and Ruben Frutos to serve in the capacity of Assistant Secretary and Treasurer respectively.
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Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Cuellar

ADJOURNMENT

	Trustee Hansen moved, Trustee Peña seconded, and the motion carried 4-0 to adjourn the Facilities Corporation meeting of the Paramount Unified School District held on December 12, 2016, at 10:09 p.m.
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Ayes: 4 – Trustees Anderson, Garcia, Hansen, Peña
Absent: 1 – Cuellar

Ruth Pérez, Assistant Secretary
To the Board of Education

President

Vice President/Clerk

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: January 9, 2017
SUBJECT: Personnel Report 16-09

BACKGROUND INFORMATION:

Following is Personnel Report 16-09, which reports details of personnel assignments, employment and terminations.

POLICY/ISSUE:

Board Policy 4110 – Permanent Personnel – Certificated
Board Policy 4111 – Recruitment & Selection – Certificated
Board Policy 4210 – Permanent Personnel – Classified
Board Policy 4211 – Recruitment & Selection – Classified

FISCAL IMPACT:

As indicated in the following personnel report.

STAFF RECOMMENDATION:

Accept Personnel Report 16-09 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 2016-17 State Budget Act and related legislation.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources
Beatriz Spelker-Levi, Director of Personnel – Human Resources

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

CONSENT ITEM: 2.1-C

**PERSONNEL REPORT 16-09
JANUARY 09, 2017
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u>						
*Cabrera-Gonzalez Sandra	Teacher Temporary	Paramount Park	A-1	<u>ANNUAL</u> \$50,692 General Fund	01-09-17	06-30-17
*Ascano, Nelson *Hampton, Brittany	Substitute Teacher on-call, as needed	District		<u>DAILY</u> \$150 General Fund	12-05-16 12-12-16	
<u>ADDITIONAL ASSIGNMENT</u>						
*Galvan, Laura *Guevara, Maribel	Visitations for students On the Job Training NTE 100 hrs.	Secondary Educational Services		<u>HOURLY</u> \$43.19 \$40.91 LCAP**	11-01-16	06-08-17
*Angulo, Daniel *Aparicio, Michelle *Bakkers, Christine *Besler, Denise *Bradley, Tawny *Carrillo, Elaine *Cuneo, Mark *Dary, Debra *Diaz, Vicente *Eakle, Casandra *Edwards, Rosa *Elizondo, Maggie *Espinoza, Imelda *Forsythe, Kimberly *Genchi, Selest *Gomez, Jennifer *Hatch, Carrie *Hayes, Denise *Holguin, Christopher *Hong, Michelle *Jimenez, Jeane *Kanz, Charla *Keith, Amber *Koch, Jason	Before and After School Intervention NTE 250 hrs.	Hollydale		\$38.00 Title I	01-09-17	06-01-17

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 16-09
JANUARY 09, 2017
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ADDITIONAL ASSIGNMENT</u> continued *Ledezma, Alicia *Lenox, Janel *Lopez, Maria *Lujan-Gonzalez, Mercedes *Marin, Jesus *Miller, Ane *Montemayor, Sandra *Moor, Susan *Moore, Jessica *Naranjo, Benedicta *Navarro, Candice *O'Donnell, Michael *Olmos, Crystal *Pajaro, Amy *Plascencia, Monica *Chipman, Ashley *Rivera, Jenara *Saenz-Torres, Gisela *Spurling, Trenise *Stewart, Priscilla *Strader, Marisol *Valdivia, Samantha *Van de Velde, Dale *Van Remortel-Gerber, Sandra *Vaughn, Kathleen *Wulkowicz, James *Yu, Grace *Zamora, Disnarda	Before and After School Intervention NTE 250 hrs.	Hollydale		<u>HOURLY</u> \$38.00 Title I	01-09-17	06-01-17
<hr/> *Ratification						

**PERSONNEL REPORT 16-09
JANUARY 09, 2017
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ADDITIONAL ASSIGNMENT</u> continued						
*Archuleta, Justine *Redd, Virginia	Reading Intervention NTE 5 hrs. per week each	Jefferson		<u>HOURLY</u> \$38.00 LCAP**	11-28-16	01-25-17
*Recinos, Mary	After School Enrichment Program NTE 30 hrs.	Roosevelt		\$38.00 Title I	11-01-16	12-01-16
*Gomez, Maria *Quintero, Maria *Scalas, Carmelina	After School Intervention NTE 25 hrs. each	Roosevelt		\$38.00 LCAP	11-01-16	12-01-16
*Baltierrez, Maria *Beltran, Nicolas *Galias, Kristina *Parque, Leslie *Tryon, Toby *Varela, Eric	After School Enrichment Program NTE 30 hrs. each	Roosevelt		\$38.00 Title I	11-01-16	12-16-16

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 16-09
JANUARY 09, 2017
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Employment						
*Chavez-Salas, Claudia	Speech/Language Assistant 3 hrs. per day/10 mo.	Special Education	111-I	Monthly 37.5% of \$2,517 Special Education	12-05-16	
*Queme, Elvis	Payroll Technician 8 hrs. per day/12 mo.	Fiscal Services	125-II	\$3,737 LCAP**	12-12-16	
*Palomares, Arianna	PE/Locker Room Assistant 3.5 hrs. per day/10 mo.	Alondra	112-I	43.75% of \$2,579 General Fund	12-09-16	
*Salinas, David	Athletic Trainer/Equipment Technician 8 hrs. per day/11 mo.	Paramount High-Senior	119-I	\$3,066 General Fund	11-21-16	
*Nogales, Stacy	Language Assessment Assistant 3 hrs. per day/11 mo.	Tanner	113-I	37.5% of \$2,644 EIA-LEP***	11-30-16	
Short Term						
Browning, Cheryl	Office Assistant NTE 120 days	Special Education	116-III	Hourly \$18.14 Special Education	03-01-17	06-30-17
*Alvarez, Enna *Arias, Olivia *Barrera, Cynthia *Chavers, Alexandra *Collazo Hernandez, Claudia *Figueroa, Maricela *Garnett, Bethany *Gonzalez, Sarah *Molina, Mercy *Newsome, Helga *Perez, Mayra *Perez, Susana *Rodriguez, Ashly *Zubiri-Salva, Arlene	Instructional Assistant – ECE NTE 5.5 hrs. per day each	Gaines ECE	111-I	\$14.52 CSPP****	01-04-17	06-08-17
					12-08-16 01-04-17	

* Ratification
 ** Local Control Accountability Plan
 *** Economic Impact Aid-Limited English Proficient
 **** California State Preschool Programs

**PERSONNEL REPORT 16-09
JANUARY 09, 2017
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>Short Term</u> <u>continued</u> *Diaz, Joanna	Instructional Assistant – SE/SH NTE 3 hrs. per day	Los Cerritos	115-I	<u>Hourly</u> \$16.03 Special Education	11-30-16	06-08-17
<u>Substitute, on call</u> *Delgado, Lea	Noon Duty Aide	Collins		<u>Hourly</u> \$10.50 General Fund	11-17-16	
*Ayala, Rocio	Noon Duty Aide	Keppel		\$10.50 General Fund	11-28-16	
<u>Student Worker</u> *Aguilar Alvarado, Nestor *Rodriguez, Michelle *Velasquez, Carla *Sedano, Christian	Student Worker NTE 5.5 hrs. each	Paramount High-Senior		<u>Hourly</u> \$10.00 WorkAbility	11-16-16	06-30-17
<u>WORKING OUT OF CLASSIFICATION</u> *Awadallah, George	Grounds Maintenance Worker/Equipment Operator NTE 8 hrs. per day	Operations	125-I	<u>Monthly</u> \$3,555 General Fund	11-29-16	12-31-16
*Ortiz, Louie	Operations Supervisor NTE 8 hrs. per day	Operations	Sch. 2 309-I	\$6,271 Restricted Routine Maintenance	10-26-16 11-18-16	10-31-16 11-30-16
*Ruiz, Joe	Lead Custodian NTE 8 hrs. per day	Operations	123-I	\$3,384 General Fund	11-15-16	12-16-16
*Ochoa, Rosa	Senior Custodian NTE 8 hrs. per day	Alondra	122-III	\$3,644 General Fund	12-05-16	12-09-16
*Nunez, Krystal	Student Data Technician NTE 8 hrs. per day	Paramount Park	119-IV	\$3,555 General Fund/ EIA-LEP	11-08-16	11-16-16

* Ratification

**PERSONNEL REPORT 16-09
 JANUARY 09, 2017
 CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ASSIGNMENT CHANGE</u> <u>Voluntary Decrease in Work Hours</u> *Osuna, Veronica	Nutrition Services Worker 3.75 hrs. per day/10 mo.	Hollydale	109-V	<u>Monthly</u> 46.88% of \$2,919 SNS**	11-28-16	

* Ratification

** Student Nutrition Services

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: January 9, 2017
SUBJECT: Consultant and Contract Services

BACKGROUND INFORMATION:

The District contracts with consultants or independent contractors who provide valuable and necessary specialized services not normally required on a continuing basis.

The following specialized service is/are requested:

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
1	We Tell Stories PC16-1787	Consultant to provide an interactive assembly of folk tales from a variety of cultures. Students will explore how these tales have affected modern storytelling and gain an awareness of the process of theatrical productions. 716 students in grades TK-5	Roosevelt School Requested by: Susan Marilley	January 19, 2017	Not to exceed \$860 paid from LCFF funds

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

As indicated above

STAFF RECOMMENDATION:

Approve the consultant and contract service request authorizing contracts with consultants or independent contractors who provide specialized services, as submitted.

CONSENT ITEM: 3.1-C

PREPARED BY:

Manuel San Miguel, Director – Student Services

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: January 9, 2017
SUBJECT: Memorandum of Understanding with Los Angeles Cal-Student Opportunity and Access Program Consortium with Rio Hondo Community College

BACKGROUND INFORMATION:

The California Student Opportunity and Access Program (Cal-SOAP) is a college based outreach program whose mission is to increase the number of students from low income and traditionally underrepresented backgrounds who enroll in post secondary education. Cal-SOAP is based at Rio Hondo Community College and collaborates with Zamboni Middle School counselors, students and families to increase college readiness awareness and preparation.

POLICY/ISSUE:

Board Policy 6141.1 – Experimental/Innovative Programs
Board Policy 1210 – Community Relations

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Cal-Soap to provide the California Student Opportunity and Access Program at Zamboni Middle School for 2016-17.

PREPARED BY:

Greg Francois, Director of Secondary Education and Instructional Technology

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and 6-8 core.

CONSENT ITEM: 3.2-C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered between the **Los Angeles Cal-Student Opportunity and Access Program (Cal-SOAP) Consortium** at Rio Hondo Community College, 3600 Workman Mill Road, Whittier, CA 90601-1616 and **Paramount Unified School District**, 15110 California Ave., Paramount, CA 90723, in consideration of their mutual covenants, the parties hereto agree as follows:

Scope of Work: To work collaboratively from October 13, 2016 through June 30, 2017 with the California Student Opportunity and Access Program (Cal-SOAP) a college based outreach program whose mission is to increase the number of students from low income and traditionally underrepresented backgrounds who enroll in post-secondary education. Cal-SOAP is based at Rio Hondo College and collaborates with **Zamboni Middle School** counselors, students, and families to increase college readiness, awareness, and preparation.

Zamboni Middle School will provide:

- Access to classrooms (or other alternatives- library, etc.) for presentations, workshops, trainings, etc.
- Access to a quiet enclosed area to host one on one information sessions
- Access to a quiet enclosed area to work on transcript review
- Access to student academic records to adequately advise on college/university admissions eligibility
- Access to call slips to request to meet with prospective students
- Access to a computer to look up prospective student records and search for admission information pertaining to students' specific situation
- Access to a copier/printer to print out college information for students
- Access to computer/laptop and projector for presentations
- Access to space to store student files
- A primary contact (usually the College Counselor or alternate high school representative) to schedule and organize classroom presentation, workshops, visits, sign student timesheet, and support the student coach
- Promotion of expected site visits through bulletin board, high school newsletter or high school website (or other alternative channels- email distribution list, PA announcement, etc.)

Los Angeles Cal-SOAP will provide the following services contingent upon available funding:

- College application presentations and workshops
- Classroom presentations
- Help with the planning and coordination of college workshops and presentations
- Outreach tabling during lunch
- Meet with students one-on-one to discuss program information and increase college awareness amongst the student and parent population
- Provide support for Financial Aid events including Cash for College
- Provide a Student Success Coach to meet with students on a regular basis
- Assist with college/university trips

Understanding and Acceptance of the Parties:

- This MOU constitutes the entire understanding of the parties. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

Termination for Convenience:

This contract may be terminated by either party at any time for any reason by giving at least thirty (30) days' notice in writing.

Approvals:

This MOU shall become effective upon its approval by the undersigned persons:

Collaboration of parties:

Yicel Paez
Interim Director
Los Angeles Cal-SOAP Consortium

Date: _____

Dr. Ruth Perez
Superintendent
Paramount Unified School District

Date: _____

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: January 9, 2017
SUBJECT: Memorandum of Understanding with the University of California, Irvine for the 2016-17 School Year

BACKGROUND INFORMATION:

The Early Academic Outreach Program (EAOP) at the University of California, Irvine is a college based outreach program whose mission is to increase the number of low income and traditionally underrepresented students who enroll in post-secondary education. This program provides academic enrichment and academic advising to increase the number of students who apply to four year universities. EAOP staff work with counselors and students at qualifying high schools for no cost. The Memorandum of Understanding between the University of California, Irvine and the District will provide Paramount High School students support to apply for post-secondary education.

POLICY/ISSUE:

Board Policy 6141.1 – Experimental/Innovative Programs
Board Policy 1210 – Community Relations

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with the University of California, Irvine’s Early Academic Outreach Program for post-secondary education support at Paramount High School in 2016-17.

PREPARED BY:

Greg Francois, Director –Secondary Education and Instructional Technology

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District’s primary focus with an emphasis on reading/language arts, ELD, mathematics and 9-12 core.

CONSENT ITEM: 3.3-C

University of California, Irvine
Early Academic Outreach Program
High School Service Memorandum of Understanding 2016-2017

School Name: Paramount High School, Paramount, CA

The University of California (UC) Early Academic Outreach Program (EAOP) partners with targeted high schools to increase the number of underserved students who have the opportunity to achieve a postsecondary education. EAOP is an academic preparation program that prepares students, including those who are first-generation and/or socioeconomically disadvantaged, for the opportunity to make college possible by working with families, educators, schools and communities to promote and cultivate a college-going culture.

Through a series of collaborative strategies that includes academic enrichment programs, academic advising, test preparation, and parent engagement, it is the mission of UCI EAOP to increase the academic preparation, competitive eligibility and college going rates of the students and schools it serves.

Below are the terms of the Agreement that UC Irvine EAOP seeks to establish with your school.

Early Academic Outreach Program (EAOP) at the University of California, Irvine agrees to provide the following services to participating school site:

I. UCI EAOP Responsibilities for EAOP full service students

A. EAOP Services provided to active participants:

1. Academic advising and transcript analysis
 - EAOP staff will attempt to meet with each participant individually at least twice per year to monitor their academic progress.
2. Development of a 4-year Individualized Academic Plan (IAP) for entrance to UC/CSU
 - EAOP staff will work with participants to develop a comprehensive college-bound plan that includes taken, in-progress and planned A-G coursework and grades received.
 - IAP will be updated regularly coupled with academic advising to determine progress and revisions needed to stay on course for competitive eligibility to UC, CSU and other selective colleges.
3. Individual records of transcripts, coursework, test scores, extracurricular activities, IAP and program participation information, will be maintained for each student by EAOP in a secured hard-copy file as well as on our database system.
 - Participants' records may be shared with the school counselors and students' parents upon request.
4. Individual invitations to college preparation workshops held at school site for both students and parents, covering topics such as UC Application, UC personal statement, four systems of higher education, financial aid, time management, etc.
5. Individual invitations to select supplemental academic preparation activities on and

off-school site, (ie: Student Leadership Forum in Sacramento, Transfer Leadership Collaborative summer residential program at UCI, etc.), *as funding permits*.

B. Grounds for assigning students “probationary” or “inactive” status

1. A student may be assigned “probationary” status if he/she meets the following criteria:
 - Academic Probation: low performance (below a 2.0 GPA) in A-G courses for two consecutive semesters
 - Participant Probation: consistent absence from EAOP services and events (less than two contacts) for an entire academic year or more
2. A student may be assigned “inactive” status if he/she meets the following criteria:
 - Criteria stated above lasting for two years or more
 - Invalid grade/school combination in EAOP records
 - Moved to a non-EAOP partnership school site
 - Student requests removal from program
 - School service suspension

C. Data collection requirements and authorization

1. EAOP will acquire Parent Authorization Form (PAF) and University Waiver for all active program participants, allowing the students to participate in EAOP activities and staff to view and/or collect student grades and test scores, and enter in our database system.

II. UCI EAOP Responsibilities for EAOP full service schools

A. EAOP Personnel assigned to school site

1. EAOP Regional Coordinator
 - Each full service school will be assigned one regional coordinator that will coordinate and facilitate all EAOP services and activities at the school site and within the region.
 - Regional coordinator will supervise and train student coordinator.
 - Regional coordinator will conduct most workshops and presentations at school site, and participate in larger school/district college preparation initiatives.
2. EAOP Student Coordinator
 - Each full service school will be assigned a minimum of one student coordinator who is a current UC Irvine undergraduate to assist with the implementation of EAOP services at the school site on a weekly basis, including, but not limited to, academic advising sessions with EAOP participants individually and in small groups.
3. All EAOP staff undergo TB testing, Department of Justice criminal background and national sex offender registry checks, and thorough training in college preparation information.

B. Workshops and Presentations

1. EAOP staff will coordinate and facilitate no fewer than two workshops per grade level per year (*please see attached list of workshops/presentations*).
 - Among various workshop topics, all EAOP full service schools will be offered workshops for the UC Application and UC personal statement for seniors and juniors, and four systems of higher education workshops for sophomore participants.
 - EAOP staff will directly send event invitations to EAOP participants (according

to grade level) with the assistance of school personnel.

- School personnel are welcome to invite non-EAOP students to all EAOP workshops, as appropriate by grade level and topic.
 - a. Non-EAOP students that attend EAOP-sponsored events and workshops will be asked to complete an EAOP Interest Form in order to be invited to future EAOP-sponsored events and activities.
 - 2. EAOP will offer at least one regional information event for parents and students.
- C. Collaboration and cross-promotion
1. EAOP staff will assist with the coordination of a school field trip to UC Irvine for select EAOP sophomores and/or juniors (non-EAOP students may attend).
 2. EAOP staff will make a good faith effort to actively participate in larger school/district initiatives as it relates to college preparation and planning (ie: school/district-wide financial aid informational sessions, college fairs, etc.), as well as promote select school/district-wide events directly to EAOP participants to encourage participation.

To support the success of EAOP and its efforts, the participating school site agrees to the following:

III. School site responsibilities

- A. Designate a school site contact (and other partner teachers as appropriate) to serve as liaison between the school site and EAOP to assist in the implementation of the objectives of this agreement with appropriate compensation and or release time.
1. Main responsibilities of school site contact include, but may not be limited to the following:
 - Help recruit potential EAOP participants by providing lists of eligible students based on agreed upon criteria.
 - Supply the EAOP regional coordinator with mid-year and final transcripts for all EAOP students for transcript evaluation.
 - Coordinate EAOP event logistics at school site, such as scheduling classrooms for presentations, arranging audio/visual equipment, etc.
 - Assist with promotion of EAOP events by enabling EAOP staff to utilize school-wide announcement system, and/or other standard means of mass communication.
- B. Allow EAOP staff to use appropriate school site equipment and resources to enable the smooth implementation of the objectives of this agreement, including but not limited to the following:
1. Provide EAOP staff access to internet and the school site database information (ie: class schedules, contact information, queries, transcripts, student-level SAT and Educational Testing Service information, etc.) as needed throughout the year.
 2. Provide a permanent school-site location where EAOP staff can meet with program participants and conduct workshops and academic advising sessions during non-core classes.
 3. Provide the school-based email addresses of all EAOP participants, if applicable.
- C. Collaboration and cross-promotion
1. Provide a meeting with counseling staff to review EAOP strategies and resources for academic year.

2. Invite EAOP regional coordinator to academic department meetings and teacher in-services to share information regarding EAOP and college preparation.
3. Sponsor one bus and school personnel chaperone(s) for field trip to UC Irvine for select EAOP sophomores and/or juniors.
4. Allow EAOP access to pick up and drop off students at your school site for UC-sponsored events (including evenings and weekends).

IV. Data collection requirements and authorization

- A. High school will provide EAOP staff access to EAOP active participants' first and second semester grades via transcript printouts or PDF, as well as access to their standardized tests score results, which shall include, but is not limited to: Educational Testing Service results, such as PSAT, SAT, Advanced Placement, as well as results from ACT, and Transcript Evaluation Service (if a subscriber).

I support and agree to the above EAOP services that are outlined in this High School Service MOU for 2016-2017.

High School Principal (Signature)

Date

High School Site Contact (Signature)

Date

EAOP Regional Coordinator (Signature)

Date

EAOP Director (Signature)

Date

12-9-16

12-9-16

A copy of this signed agreement should be kept for your records and the original should be returned to UC Irvine EAOP at the UCI Center for Educational Partnerships:

University of California, Irvine
Early Academic Outreach Program
420 Social Science Tower
Irvine, CA 92697-2505

FAX (949) 824-8219

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: January 9, 2017
SUBJECT: Purchase Order Report 16-09

BACKGROUND INFORMATION:

The Board receives and approves Purchase Orders as submitted. Individual Purchase Orders and supporting documentation are available for review in the Business Services Department.

2016/2017

1. Ratified Orders- Adult Education	\$	3,125.00
2. Authorized Orders – Adult Education		8,000.00
3. Authorized Orders- Capital Facilities Fund		58,243.06
5. Ratified Orders – General Fund		35,894.04
6. Authorized Orders – General Fund		21,013.03
7. Ratified Orders – LCAP		20,285.28
8. Authorized Orders – LCAP		77,911.07
	Subtotal	\$ 224,471.48
9. Ratified Orders (Under \$1,500)		31,126.91
TOTAL OF ALL ORDERS	\$	<u>255,598.39</u>

POLICY/ISSUE:

Board Policy 3300 - Expenditures and Purchases

FISCAL IMPACT:

As indicated above

STAFF RECOMMENDATION:

Approve Purchase Order Report 16-09 authorizing the purchase of supplies, equipment, and services for the District.

CONSENT ITEM: 4.1-C

PREPARED BY:

Cindy DiPaola, Director-Operations

DISTRICT PRIORITY 9:

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

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

January 09, 2017

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
17-00203	KDC SYSTEMS	Maintenance & Operations	Annual: security alarm repairs (increase purchase order from \$5,000 to \$8,000)	\$3,000.00
17-00615	SOUTHWEST SCHOOL & OFFICE SUPPLY	Hollydale K-8 School	Annual: online ordering (increase purchase order from \$4,500 to \$9,000)	\$4,500.00
17-00616	STAPLES	Hollydale K-8 School	Annual: online ordering (increase purchase order from \$4,500 to \$9,000)	\$4,500.00
17-01541	SPICERS PAPER INC.	Maintenance & Operations	Paper	\$4,986.75
17-01559	LAKESHORE LEARNING MATERIALS	Mokler Elementary School	Classroom supplies	\$2,371.19
17-01561	CALED ASSOCIATES, INC.	Business Services	Professional services (Board approved 11/14/16)	\$10,000.00 *
17-01563	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$5,094.33 *
17-01564	U. S. BANK	Paramount High School West	Classroom supplies	\$1,631.27
17-01565	KIS COMPUTER CENTER	Paramount High School	Toner (40)	\$5,918.70 *
17-01576	CRISIS PREVENTION INSTITUTE, INC	Special Education	Training workbooks (250)	\$3,632.43
17-01580	STAPLES	Maintenance & Operations	K-5 Schools & Innovative Programs: privacy partitions (10)	\$2,774.62
17-01602	APPLE, INC.	Collins Elementary School	Projection devices (26)	\$2,110.00
17-01609	ORGANIZED SPORTSWEAR	Zamboni Middle School	Student incentives	\$3,586.10
17-01619	BLICK ART MATERIALS	K-5 Schools and Innovative Programs	Art supplies	\$2,801.68
010 - General Fund - LCAP				
17-01530	YOWANTO ENGINEERING, INC.	Maintenance & Operations	Wirtz: engineering fees for power upgrade & new switch board	\$7,500.00 *
17-01549	COSTCO WHOLESALE	Buena Vista High School	College & Career Center: chairs (85)	\$7,411.07 *
17-01587	GOPHER SPORTS EQUIPMENT	Mokler Elementary School	PE supplies	\$2,027.65
17-01589	GOPHER SPORTS EQUIPMENT	Jefferson Elementary School	PE supplies	\$1,509.57
17-01590	GOPHER SPORTS EQUIPMENT	Tanner Elementary School	PE supplies	\$1,915.29
17-01592	GOPHER SPORTS EQUIPMENT	Los Cerritos Elementary School	PE supplies	\$1,509.57
17-01593	GOPHER SPORTS EQUIPMENT	Roosevelt Elementary School	PE supplies	\$1,509.57
17-01594	GOPHER SPORTS EQUIPMENT	Hollydale K-8 School	PE supplies	\$1,509.57
17-01595	GOPHER SPORTS EQUIPMENT	Wirtz Elementary School	PE supplies	\$1,509.57
17-01596	GOPHER SPORTS EQUIPMENT	Collins Elementary School	PE supplies	\$1,509.57

* Indicates a request over \$5,000 signifying approval prior to issuing the purchase order.

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

January 09, 2017

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund - LCAP				
17-01597	GOPHER SPORTS EQUIPMENT	Keppel Elementary School	PE supplies	\$2,172.26
17-01602	APPLE, INC.	Collins Elementary School	Projection devices (26)	\$2,112.66
17-01623	U. S. BANK	Secondary Ed Services	High Tech High participation fees	\$3,000.00
17-01628	KAPLAN	Business Services	SAT preparation courses for PHS students (Board approved: 09/12/16)	\$63,000.00 *
110 - Adult Education Fund				
17-01562	ASHLEY RUIZ	Adult Education	Tri-City Adult Education Consortium: fees	\$3,125.00
17-01626	RICHARD MORGAN	Adult Education	Tri-City Adult Education Consortium: interim project manager	\$8,000.00 *
250 - Capital Facilities Fund				
17-01627	CITY OF PARAMOUNT	Maintenance & Operations	Progress Park: Jefferson play equipment	\$44,043.06 *
17-01629	COOPERATIVE STRATEGIES	Business Services	Professional services (Board approved: 01/27/16)	\$14,200.00 *

* Indicates a request over \$5,000 signifying approval prior to issuing the purchase order.

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

January 09, 2017

PURCHASE ORDER SUMMARY BY FUND

96 Purchase orders for a total of **\$255,598.39**

010 - General Fund	To Be Authorized	\$21,013.03
	To Be Ratified Over \$1,500	\$35,894.04
	To Be Ratified Under \$1,500	\$20,353.31
	Fund Total	\$77,260.38
010 - General Fund - LCAP	To Be Authorized	\$77,911.07
	To Be Ratified Over \$1,500	\$20,285.28
	To Be Ratified Under \$1,500	\$9,024.51
	Fund Total	\$107,220.86
110 - Adult Education Fund	To Be Authorized	\$8,000.00
	To Be Ratified Over \$1,500	\$3,125.00
	To Be Ratified Under \$1,500	\$1,105.99
	Fund Total	\$12,230.99
120 - Child Development Fund	To Be Ratified Under \$1,500	\$643.10
	Fund Total	\$643.10
250 - Capital Facilities Fund	To Be Authorized	\$58,243.06
	Fund Total	\$58,243.06

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: January 9, 2017
SUBJECT: Acceptance of Donations

BACKGROUND INFORMATION:

The Board may accept and utilize, on behalf of the District, any bequests or gifts of money or property for a purpose deemed to be suitable by the Board.

The following donations have been presented to the District:

1. The District received a donation totaling \$500.00 from Stella Toibin. This donation will be designated for the students of the Adult Transition program.
2. The District received a donation totaling \$300.00 from Tanner PTA. This donation will be designated for the staff of Tanner School for a luncheon.

For the current 2016-17 fiscal year through December 12, 2016, the District has received an estimated total, which includes the above amounts, of \$18,028.20 in gifts, grants, and bequests.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants, and Bequests

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

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

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 9:

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

CONSENT ITEM: 4.2-C

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: January 9, 2017
SUBJECT: New Board Policy 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction

BACKGROUND INFORMATION:

Submitted for second reading is new Board Policy 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction. This policy replaces the District's previous policy regarding AIDS instruction and aligns to new legislation, the California Healthy Youth Act. This legislation requires that school districts offer a comprehensive sexual health educational program that addresses human development, sexuality, pregnancy, contraception and sexually transmitted infections.

POLICY/ISSUE:

Education Code:	51202	Instruction in personal and public health and safety
	51210.8	Health education curriculum

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading proposed new Board Policy 6164.12 – Sexual Health and HIV/AIDS Prevention Instruction, which reflects current State requirements.

PREPARED BY:

Kelly Morales – K-12 Facilitator of Instructional Improvement

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

ACTION ITEM: 3.1-A

PROPOSED POLICY

BP 6142.1(a)

Instruction

Health Services

Sexual Health and HIV/AIDS Prevention Instruction

The Paramount Unified School District desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The District's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections, unintended pregnancy, and to engage in safe relationships and behaviors. The District's educational program shall promote the understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors related to adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, once in middle school and once in high school.

The District's curriculum shall support the purposes of the California Healthy Youth Act, be unbiased and inclusive of all students, and be aligned with the state's content standards. The District shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the District's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.

Parent/Guardian Consent

Annually, parents/guardians shall be notified, in the manner specified in the administrative regulations, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students excused by their parents/guardians shall be given an alternative educational activity.

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to

PROPOSED POLICY

BP 6142.1(b)

Instruction

Health Services

Sexual Health and HIV/AIDS Prevention Instruction

receive the comprehensive sexual health education or HIV/AIDS prevention instruction.

Legal Reference:

Education Code:

<u>220</u>	<u>Prohibition of discrimination</u>
<u>33544</u>	<u>Inclusion of sexual harassment and violence in health curriculum framework</u>
<u>48980</u>	<u>Notice at beginning of term</u>
<u>51202</u>	<u>Instruction in personal and public health and safety</u>
<u>51210.8</u>	<u>Health education curriculum</u>
<u>51225.35</u>	<u>Instruction in sexual harassment and violence; districts that require health education for graduation</u>
<u>51240</u>	<u>Excuse from instruction due to religious beliefs</u>
<u>51513</u>	<u>Materials containing questions about beliefs or practices</u>
<u>51930-51939</u>	<u>California Healthy Youth Act</u>
<u>67386</u>	<u>Student safety; affirmative consent standard</u>

Health and Safety Code

<u>1255.7</u>	<u>Parents surrendering physical custody of a baby</u>
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Penal Code

<u>243.4</u>	<u>Sexual battery</u>
<u>261.5</u>	<u>Unlawful sexual intercourse</u>
<u>271.5</u>	<u>Parents voluntarily surrendering custody of a baby</u>

United States Code, Title 20

<u>123h</u>	<u>Protection of student rights</u>
<u>7906</u>	<u>Sex education</u>

Policy
adopted:

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: January 9, 2017
SUBJECT: Contract with The Latino Family Literacy Project

BACKGROUND INFORMATION:

The Latino Family Literacy Project is an organization that has been in existence since 2000 and has served thousands of families across California including several local school districts. *The Latino Family Literacy Project* provides parent education through a trainer of trainer model. Curriculum includes five modules geared to target audiences. Fifteen Paramount Unified School District staff members will be trained in order to provide parent engagement workshops at various school sites in the spring of 2017. Paramount Unified School District staff will present college readiness skills to parents of preschool and elementary students through literacy. Parents learn how literacy leads to college success. They gain tools to promote and practice literacy at home.

The workshops are included in the Local Control Accountability Plan. Parent engagement is also a requirement for Title III.

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

Not to exceed \$7,000 from Title III funds

STAFF RECOMMENDATION:

Approve *The Latino Family Literacy Project* staff training, workshop fees, and books and materials for college awareness programs for parents.

PREPARED BY:

Renée Jeffrey, Director – K-5 School Support and Innovative Programs

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

ACTION ITEM: 3.2-A



Paramount Unified School District

Agreement for Consultant Services

This is an AGREEMENT between the PARAMOUNT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and The Latino Family Literacy Project located at 1107 Fair Oaks Ave., Suite 225, South Pasadena, CA 91030, hereinafter referred to as "CONSULTANT," entered into as of the date of its execution.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding parent education through a trainer of trainer model in accordance with directions as stipulated by the DISTRICT during the period beginning January 30, 2017. Said duties shall include, but not be limited to:

The consultant for The Latino Family Literacy Project will provide training to fifteen (15) Paramount Unified School District members in order to offer parent engagement workshops at various school sites in the spring of 2017.

In the performance of consulting services, the CONSULTANT will provide the DISTRICT (prior to the commencement of the services) with an outline of the proposed services indicating objectives, procedure, cost and evaluation.

Written progress reports by the CONSULTANT will be furnished if such services are performed over a period of time and such reports would be appropriate with the activities.

After all services have been performed, the Board of Education may request a written summary report of the service, including comments on the degree of the objective achievement, evaluation of the program as well as any recommendations by the CONSULTANT. CONSULTANT should be prepared, if requested, to provide this information.

2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California Labor Code and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.

3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

CONSULTANT agrees to provide DISTRICT with proof of insurance no fewer than five (5) working days prior to commencement of duties described in this contract. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to DISTRICT. CONSULTANT further agrees to notify DISTRICT immediately of any change in status affecting CONSULTANT's licensing and/or ability to perform duties described herein.

4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT not to exceed the sum of three thousand dollars (\$3,000), payable upon completion of services. Payments shall be made on the basis of invoices submitted to the DISTRICT.

DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except when the DISTRICT, upon presentation of appropriate invoices, shall reimburse non-clerical expenses incurred by the CONSULTANT in the performance of activities pre-approved by the DISTRICT in writing.

6. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
7. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the date of mailing, whichever is sooner.

THIS AGREEMENT IS ENTERED INTO THIS 9th day OF January, 2017.

Paramount Unified School District
Name of School District

The Latino Family Literacy Project
Name of Consultant

PUSD Representative Signature Date

Consultant Signature Date

Ruben Frutos
PUSD Representative Printed/Typed Name

Katherine Del Monte, Director
Consultant Name/Title

Assistant Superintendent-Business Services
Title

626-799-7341
Contact Phone Number

1107 Fair Oaks Ave., Suite 225
Address

South Pasadena, CA 91030
City, State, Zip Code

Social Security or
Taxpayer Identification Number

Please review, sign, and return.

Board Approved: January 9, 2017

Funding: Title III

Account Number: 01.0-42030.0-11100-10000-5850-6340000

PC Number: PC16-1789

Department Lead: Renée Jeffrey
Name

Signature

Date

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: January 9, 2017
SUBJECT: Contract with Families in Schools

BACKGROUND INFORMATION:

Families in Schools (FIS) is an organization that has been in existence since 2000. FIS serves thousands of families across California including thirteen local school districts. FIS provides workshops to increase knowledge and skills on how to support student achievement at home and create a culture of literacy.

FIS will provide two sessions that include interactive lessons focusing on adolescent social development, academic success strategies, and college preparation. The sessions will be held in February and March at Paramount Adult School and the target audience is parents of English Learners transitioning to middle school. Parents will learn about the dynamics of middle school, aspects of adolescent development, strategies to help middle school students succeed academically and how to begin preparing for college. Approximately 100 parents will participate.

This series of parent workshops are included in the Local Control Accountability Plan. Parent engagement is also a requirement for Title III.

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

Not to exceed \$20,000 from Title III funds

STAFF RECOMMENDATION:

Approve contract with *Families in Schools* to provide curriculum-based programs for parents on key topics aligned to academic goals.

PREPARED BY:

Renée Jeffrey, Director – K-5 School Support and Innovative Programs

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

ACTION ITEM: 3.3-A



Paramount Unified School District

Agreement for Consultant Services

This is an AGREEMENT between the PARAMOUNT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and Families in Schools located at 1545 Wilshire Blvd, Suite 700, Los Angeles, CA 90017, hereinafter referred to as "CONSULTANT," entered into as of the date of its execution.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding workshops for parents of middle school students in accordance with directions as stipulated by the DISTRICT during the period beginning February 1, 2017. Said duties shall include, but not be limited to:

The consultant for Families in Schools will provide two four-week programs in adolescent social development, academic success strategies, and college preparation to parents of middle school students.

In the performance of consulting services, the CONSULTANT will provide the DISTRICT (prior to the commencement of the services) with an outline of the proposed services indicating objectives, procedure, cost and evaluation.

Written progress reports by the CONSULTANT will be furnished if such services are performed over a period of time and such reports would be appropriate with the activities.

After all services have been performed, the Board of Education may request a written summary report of the service, including comments on the degree of the objective achievement, evaluation of the program as well as any recommendations by the CONSULTANT. CONSULTANT should be prepared, if requested, to provide this information.

2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California Labor Code and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.

3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

CONSULTANT agrees to provide DISTRICT with proof of insurance no fewer than five (5) working days prior to commencement of duties described in this contract. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to DISTRICT. CONSULTANT further agrees to notify DISTRICT immediately of any change in status affecting CONSULTANT's licensing and/or ability to perform duties described herein.

4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT not to exceed the sum of twenty thousand dollars (\$20,000), payable upon completion of services. Payments shall be made on the basis of invoices submitted to the DISTRICT.

DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except when the DISTRICT, upon presentation of appropriate invoices, shall reimburse non-clerical expenses incurred by the CONSULTANT in the performance of activities pre-approved by the DISTRICT in writing.

6. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
7. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the date of mailing, whichever is sooner.

THIS AGREEMENT IS ENTERED INTO THIS 9th day OF January, 2017.

<u>Paramount Unified School District</u> Name of School District	<u>Families in Schools</u> Name of Consultant
<u>PUSD Representative Signature</u> <u>Date</u>	<u>Consultant Signature</u> <u>Date</u>
<u>Ruben Frutos</u> PUSD Representative Printed/Typed Name	<u>Oscar Cruz, President/CEO</u> Consultant Name/Title
<u>Assistant Superintendent-Business Services</u> Title	<u>213-201-3922</u> Contact Phone Number
	<u>1545 Wilshire Blvd, Suite 700</u> Address
	<u>Los Angeles, CA 90017</u> City, State, Zip Code
	<u>Social Security or Taxpayer Identification Number</u>

Please review, sign, and return.

Board Approved: January 9, 2017

Funding: Title III

Account Number: 01.0-42030.0-11100-10000-5850-6340000

PC Number: PC16-1788

Department Lead: Renée Jeffrey _____ _____
Name Signature Date

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: January 9, 2017
SUBJECT: Nonpublic School Placement for Special Education Students for 2016-17

BACKGROUND INFORMATION:

In order to facilitate appropriate educational progress some students require programs not available in the District. These students receive services from nonpublic schools and agencies which provide the necessary programs and services. The District contracts on an as needed basis for services based on needs identified and delineated through the Individual Education Plan (IEP) process.

An elementary school student (2012002362) with a diagnosis of autism currently attends Speech and Language Development Center. The IEP team recommends a 1:1 aide, speech collaboration services and behavior intervention supervision for the remainder of the 2016-17 school year. The estimated cost not to exceed \$18,500.

A middle school student (2009003281) with a diagnosis of other health impairment was unsuccessful in a District placement. The IEP team recommends placement at Olive Crest Academy with designated instructional services counseling and speech services as the least restrictive environment for the 2016-17 school year. The estimated cost not to exceed \$30,000.

An elementary school student (2009003756) with a diagnosis of intellectual disability currently attends Olive Crest Academy. The IEP team recommends a 1:1 aide for the remainder of the 2016-17 school year. The estimated cost not to exceed \$16,000.

POLICY/ISSUE:

Education Code 56020-56040 - Education of Exceptional Children in Non-Public Schools

FISCAL IMPACT:

Estimated cost not to exceed \$40,500 from special education funds and \$24,000 from mental health funds.

ACTION ITEM: 3.4-A

STAFF RECOMMENDATION:

Approve the placement for special education students in nonpublic schools as determined by the students' Individual Education Plan for the 2016-17 school year.

PREPARED BY:

Kimberly Cole, Director - Special Education

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is this District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: January 9, 2017
SUBJECT: Software Service Agreement with Harris Computer Corporation

BACKGROUND INFORMATION:

The District has been using software from Harris Computer Corporation (Harris) for the Student Nutrition serving lines at school sites for twenty years. eTritition Cloud Solutions is a new version of software. This year's cost is for the new software and support. The annual cost in the future will be approximately \$27,800.00.

In addition to the site license and software services, Harris also provides accounts payable, general ledger, central office inventory and central office purchasing services. All services are offered as annual subscription fees and are subject to renewal at the current rates.

POLICY/ISSUE:

Board Policy 3322 - Contracts

FISCAL IMPACT:

Not to exceed \$54,938, to be paid from Cafeteria Funds

STAFF RECOMMENDATION:

Approve the Software Service Agreement with Harris Computer Corporation, and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Chris Stamm, Director-Student Nutrition Services

DISTRICT PRIORITY 9:

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

ACTION ITEM: 4.1-A



Software As A Service Agreement

This **Software As A Service Agreement** (the "**Agreement**"), contract number #4181 is entered into on June 28th, 2016 (the "**Effective Date**") by and between **Paramount Unified School District** and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**Harris**").

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "**Annual Subscription Fees**" means the annual subscription fees set out in Schedule "A" to this Agreement.
- (b) "**Change Order**" means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.
- (c) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.
- (d) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.
- (e) "**Data Conversion Fees**" shall have the meaning set forth in Section 10 of this Agreement.
- (f) "**Data**" means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
- (g) "**Documentation**" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or

used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

- (h) **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in Schedule “A” of this Agreement.
- (i) **“Professional Service(s)”** means those implementation, training, consulting and professional service(s) provided by the Harris Professional Services team as further described in Schedule “A” and Schedule “C” to this Agreement.
- (j) **“Professional Services Fees”** means the Professional Service(s) fees set out in Schedule “A” to this Agreement.
- (k) **“Services” and “Software Services”** each means the web-based service(s) commonly referred to as a “Software as a Service” (SaaS) solution to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Harris and the delivery of non-exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- (l) **“Software”** means the software product(s) that are owned by Harris, delivered as a SaaS solution and listed in Schedule “A”.
- (m) **“Support Services”** means those support services to be provided by the Harris Support team as further described in Schedule “D” to this Agreement.
- (n) **“User”** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Subscription Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for Customer’s internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Services and the Professional Services, Customer agrees to pay to Harris the Fees and all applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in Schedule “A”.

The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris’ net income).

If any Fees are not paid when due, then at Harris’ discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) Harris may suspend the Service, including all Customer access to the Service, pursuant to Section 16(b).

4. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at Customer's offices by any Harris personnel. Harris travel expenses are billed to Customer for each Harris employee providing Professional Services as follows:

- Lodging and Hotel expenses: If the Harris employee must spend the evening.
- Airfare expenses: If the Harris employee must travel by air to reach Customer's offices.
- Rental Car or Taxi fees: As appropriate to travel to / from Customer's offices.
- Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- Per Diem expenses: Fifty-five dollars (\$55) per day will be charged to cover meals and incidentals when an employee is at or traveling to and from Customer's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at Customer's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days. Harris reserves the right to change the rates charged for reimbursable meals and incidentals.

Harris will use its reasonable efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Customer.

5. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year from the date that the initial Software Services listed in Schedule "A" are installed and configured in Harris' hosted environment (the "Initial Term"); with evidence of said installation and configuration being by the issuance of an Invoice by Harris to Customer for the applicable Fees. After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to Harris' then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

6. Restrictions on Use

- (a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Harris.
- (b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software Services.
- (e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- (g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret

or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

- (h) Customer shall not knowingly transmit any data to the system used by Harris to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs.
- (i) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (j) Customer shall not use the Services to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.
- (k) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (l) In addition to its termination rights under Section 16, Harris may restrict or limit Customer's access to the Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

7. Services Availability (SaaS)

- (a) Harris shall provide all facilities, equipment, and software required to make the Software Services available.
- (b) Harris shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".
- (c) Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Harris shall inform Customer of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Software Services. Harris reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
- (d) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services.
- (e) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 18 of this Agreement.
- (f) Customer acknowledges that in order to provide the Services Harris may be required to purchase access the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such

unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 16.

8. Customer Responsibilities

- (a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and cooperate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris' practices.
- (b) **Project Manager.** Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. Harris shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.
- (d) **Passwords.** Customer agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Harris' ability to provide the Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY

CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

9. Delivery Schedule

The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and Harris staff members.

10. Data Conversion Fees

Harris may offer data conversion services for the purpose of migrating existing Customer data to a format usable by the Purchased Service. The success of the data conversion effort is largely based on the format and quality of the Customer provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a Professional Services pricing proposal. Unless specifically included in this Agreement as part of Schedule "A", said cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, Harris shall notify Customer of the final data conversion fees and costs after the Customer provided sample data is examined by Harris to verify existing Customer data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by Harris of notice in writing from Customer that said data conversion fees are acceptable, such data conversion fees (Data Conversion Fees) shall be in addition to all fees currently stated in this Agreement.

Any costs associated with obtaining the data from an existing Customer vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format, CSV format, or another mutually agreed upon format with ASCII display characters only. Data must be on a media formats readable by Harris.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule "A" to this Agreement.

11. Forms

The use of Harris standard forms ensures compatibility with the Software Services. Customer agrees to use standard Harris forms for use with the Services. Customer may purchase standard forms from Harris and Harris agrees to provide said forms to Customer at a competitive price. Customer must notify Harris in writing in the event that Customer elects to order forms from a third-party forms provider so that Harris is able to confirm that said third-party provider forms are compatible with the Software Services. In the event that Customer purchases non-compatible forms and has not received written confirmation from Harris that said forms are compatible with the Services, Harris may be required to modify the Services to be compatible with the third-party provided forms. In such event, Harris may issue a Change Order to Customer for the purpose of completing modifications to the Services and underlying software. Said modifications shall be billed to Customer at the rate of one hundred-seventy five dollars (\$175) per hour; with a minimum of four (4) hours effort. Said Change Order must be executed by both parties prior to commencement of the corresponding Professional Services.

12. Professional Services & Support Services

(a) **Professional Services and Support Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Customer in accordance with Schedules "A" and "C" and the Support Services in accordance with Schedule "D".

(b) **Manner of Performance.** Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to Customer personnel. Harris will communicate openly with

Customer in its methodology, manner and means.

- (c) **Conduct on Customer's Premises.** In the event that Harris is required to perform Professional Services on Customer's premises, any such Professional Services shall be performed with Customer's full co-operation and on the premises of Customer or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on Customer's premises, each of its employees shall observe Customer's rules and policies provided to Harris in writing relating to conduct thereon.

13. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** Harris warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 16(b).
- b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 13(A), THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SOFTWARE SERVICES, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

14. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER TO

HARRIS UNDER THIS AGREEMENT.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

15. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

16. Cancellations and Termination

(a) Professional Services may be cancelled as follows:

Cancellation of any on-site Professional Services by Customer is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, Customer will be billed for any on-site fees, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Customer hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Customer's project resulting from Customer's cancellation of Professional Services. If additional services are required because the Customer was not adequately prepared for the on-site services, Harris will provide a Change Order to the Customer for the additional services.

(b) This Agreement may be terminated as follows:

- i. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect
- ii. If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in

full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

- iii. Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.
- iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

17. Effects of Termination

In the event of termination or expiration of this Agreement:

- a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services.
- b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- c) Customer shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris's right to collect any further invoiced amounts for other Professional Service Fees.
- f) Conditional upon Customer's payment of all Fees that are due to Harris, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at Harris' then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

18. Ownership

- (a) **By Harris.** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Software Services, Software as a Service solution, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any

part of the Services, Software, Software Services or underlying software except the limited right to access and use the Software Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, Software Services, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.

(b) Customer Data. As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Services.

In the event that Harris will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records, as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by Customer.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to Harris that:

- i. Data that is either provided to or acquired by Harris from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;
- ii. Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv. Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

19. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential

Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

20. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

21. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written

agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

Chris Stamm

Director of Student Nutrition Services

Paramount Unified

Phone-(562) 602-6031 Ext. 6031

Email-cstamm@paramount.k12.ca.us

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 21(c).

- (d) Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- (e) Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of Harris' solutions, products and services: (i) Customer permits Harris to issue a mutually agreed upon press release announcing Customer's purchase of Harris' products and services; and (ii) Customer grants Harris the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of Harris. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Harris of said revocation.
- (f) Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- (g) Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (h) Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written

consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

- (i) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (j) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (k) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (l) **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (m) **Force Majeure:** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (n) **Survival:** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8(g) (Security), 13 (Warranty and Warranty Disclaimer), 14 (Limitations of Liability), 17 (Effects of Termination), 18 (Ownership), 19 (Confidential Information), 20 (Indemnity), 21 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (o) **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

Paramount Unified School District

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule "A"
Fees and Payment Schedule *

ETRITION CLOUD SOLUTION(S)

PRODUCT NAME	QTY	ANNUAL SUBSCRIPTION FEE
PLSS100:POS Site License w/1 Serv Line (Per Site) Annual Subscription Fee, \$750.00 per Serving Location. Includes eTritition Central, Free/Reduced Application, POS Management, POS Reporting, One Serving Line and Live Vault Backup Alondra Buena Vista CDS Collins Gaines Hollydale Jackson Jefferson Keppel Lincoln Los Cerritos Mokler Paramount Park PHS Roosevelt Tanner West Campus Wirtz Zamboni	19	\$14,250.00
PLSS101:POS Serving Line (Per Serving Line) Annual Subscription Fee, \$498.50 per Each Additional Serving Line	68	\$33,898.00
PLSS101:POS Serving Line (Per Serving Line) Annual Subscription Fee, -\$198.50 per Each Additional Serving Line	68	-\$13,498.00
PLSS231:Accounts Payable Annual Subscription Fee Pending release '2016	1	\$950.00
PLSS251:General Ledger Annual Subscription Fee Pending release '2016	1	\$2,235.00
PLSS201:Central Office Inventory Annual Subscription Fee	1	\$950.00
PLSS221:Central Office Purchasing Annual Subscription Fee, Central Office	1	\$950.00

PRODUCT NAME	QTY	ANNUAL SUBSCRIPTION FEE
PLSS131:RocketSCAN Integration Module Annual Subscription Fee, eTrition 7 RocketScan Integration Module	1	\$1,495.00
TOTAL ANNUAL SUBSCRIPTION FEE FOR CLOUD SOLUTIONS		\$41,230.00

PROFESSIONAL SERVICE(S)

DESCRIPTION	QTY	PRICE	ESTIMATED PRICE
PSRS100: Remote Services, hourly Remote Services, hourly (services are estimated - if additional time is needed, it will be invoiced in 15 minute increments at the hourly rate) Implementation/Setup	12	\$150.00	\$1,800.00
PSOS111:On-Site Services-TT, Daily Onsite services, per day. Train-the-trainer approach: Harris Professional Services team trains District trainers on Back Office and POS functionality; District trainers train their end users. (Services are estimated - if additional time is needed, it will be invoiced at the current hourly rate).	10	\$1,095.00	\$10,950.00
TOTAL PROFESSIONAL SERVICE(S)			\$12,750.00

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred.

SUMMARY

ESTIMATED DELIVERY CHARGE (Ground)**	\$0.00
TOTAL ANNUAL SUBSCRIPTION FEE	\$41,230.00
TOTAL PROFESSIONAL SERVICES	\$12,750.00
TOTAL HARDWARE	\$0.00
TAX**	\$958.12
GRAND TOTAL:	\$54,938.12

* All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Service in accordance with Section 16(b)(ii) of the Agreement.

PAYMENT TERMS:

The Annual Subscription Fee and Hosting Fees will be invoiced upon contract signing, and each anniversary date, and shall be due and payable thirty (30) days from date of invoice.

One-half of the Professional Services Fees stated above will be invoiced upon contract signing and shall be due and payable thirty (30) days from the date of invoice. The remaining Professional Services Fees and any applicable travel and lodging expenses will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or via the telephone. Professional Service work provided via telephone is billed at the rate of one hundred-fifty dollars (\$150) per hour. On-site work is billed at the rate of one hundred-fifty dollars (\$150) per hour with a minimum of six (6) hours plus travel, lodging and per diem expenses.

Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Harris Professional Services rate. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Harris recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per paragraph 4.

Professional Services include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that Harris match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Harris in writing and during the Initial Term of this Agreement. If such election is made Harris shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.

Schedule "B"
Service Availability

Availability and Uptime Objectives:

1. Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
 - b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
 - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
 - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - c. The negligence or intentional acts or omissions of Customer Representatives or Users;
 - d. Scheduled maintenance or other mutually agreed upon downtime; or
 - e. Any other force majeure event, as set out in Section 21(l) of the Agreement.

Schedule "C"
Professional Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following Professional Services for Customer:

1. If applicable, oversee and implement the conversion of Customer's existing software application data and migration to the purchased Harris Services substantially in accordance with the below Implementation Process Timetable.
2. Install the purchased Software Services in Harris' hosted environment, perform the necessary set up and configuration operations, perform initial testing and parallel testing in accordance with below Implementation Process Timetable.
3. Provide the training substantially in accordance with the below Implementation Process Timetable.

IMPLEMENTATION PROCESS AND TIMETABLE

COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: TBD at Implementation Planning Meeting
2. Estimated Project Completion Date: TBD at Implementation Planning Meeting
3. Project Schedule: TBD at Implementation Planning Meeting

The parties shall each assign a project manager responsible for driving tasks and deliverables for their respective teams.

COMPLETION OF SERVICES – KEY PHASE TIMETABLES

1. Conversion Process

Projected Commencement Date:	TBD at Implementation Planning Meeting
Projected Completion Date:	TBD at Implementation Planning Meeting
Estimated Hours Required:	TBD at Implementation Planning Meeting

2. Installation/Setup

Projected Commencement Date:	TBD at Implementation Planning Meeting
Projected Completion Date:	TBD at Implementation Planning Meeting
Estimated Hours Required:	TBD at Implementation Planning Meeting

3. Training

The parties will mutually agree upon an appropriate training schedule based upon the purchased modules and the corresponding required skills and availability of Customer staff members.

- (a) Harris recommends a class size of eight (8) students. Customer may be assessed an additional charge at the then current Harris rates for class sizes larger than eight (8) students where it has been determined by Harris that an additional instructor is required.
- (b) Customer is required to make copies of the training manuals for the training classes. Photocopy, electronic duplication and distribution is subject to the confidentiality restrictions and obligations contained in this

Agreement.

- (c) On-line reference documentation is available and may be printed by Customer solely for its internal use in accordance with Section 2 of this Agreement.

Schedule "D" Support Services

Standard Guidelines

The purpose of this Schedule "D" is to define:

- Harris' standard Support Services coverage (i.e. the Support Services that are included with the annual recurring subscription and hosting fees listed in Schedule "A"),
- Harris' call priorities process and escalation procedures, and
- Other relevant Support information.

Harris reserves the right to make modifications to this Schedule as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the Customer.

The services listed below are services that are included as part of Harris Support Services:

- 800 / 888 Toll Free Telephone support
- Software for Life Philosophy:
 - Guaranteed Support on the purchased Software Services for life, and
 - Seamless and Cost effective upgrade solutions to leverage technological advances.
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free 24 x 7 online access to Support information
- Standard releases and updates:
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may apply depending on scope)
 - Payroll regulated changes
 - Release notes

Support Hours

- Standard Support hours are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated company holidays as defined in this Schedule.
- Support hours may vary by specific product line.
- Weekend Support is available for an additional fee (and must be scheduled in advance).

Response Times

Harris uses commercially reasonable efforts to ensure that incoming calls are handled in the order that they are received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities: Defined

In order to address Support calls efficiently, Harris' Support Services team will work with each customer to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to the impact of the incident on a particular customer's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a customer initially contacts our Support Services team about a problem and a trouble ticket is opened, the customer must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:

“Priority 1 - High” means a problem has occurred where (i) the customer's mission critical system(s) are down; or (ii) a substantial portion of the customer's mission critical data is at a significant risk of loss or corruption; or (iii) the customer has experienced a substantial loss of service; or (iv) the customer's business operations have been severely disrupted; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.

Examples of a Priority 1 issue include:

- The System or Service is Down or inaccessible
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- System errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

“Priority 2 - Medium” means a problem has occurred where major functionality is severely impaired. The customer's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

Examples of a Priority 2 issue include:

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

“Priority 3 – Low” means a problem has occurred that has a limited adverse effect on the customer's business operations or (ii) a minor condition or documentation error that has no significant effect on the customer's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.

Examples of a Priority 3 issue include:

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All Support issues or questions must be initiated with a Support call via one of the following channels:

- Phone
 - eSupport (via website),
 - email, or
 - fax
-
- All calls must contain at a minimum: organization name, contact person, software or product name and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
 - All calls are logged into Harris' support tracking database and users are provided with a call id to track their corresponding issue.
 - All calls are stored in a queue and calls are handled on a first-call first-response order.
 - As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.
 - All correspondence and actions associated with the call are tracked in Harris' support database. At any time, if applicable, a user may log onto Harris' support site to determine the status of their issue.
 - Once a call has been resolved, users receive an automated notification by email that the issue (and associated call) has been closed. The email notification contains the entire event history of the call from the time the call was created and leading up to the resolution of the call. Users also have the option of viewing both their open and closed calls, if available to the user, via the Harris' support website.
 - If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database and the user will be provided with a separate id number to track the progress of the issue. At this time, the support call will be closed and replaced by the development id number. The development id number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.
 - Users may contact Support Services at their convenience for a status update on any development issues, or may log onto the Harris Support website to view your issues on-line.

Escalation Process

Harris' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time a user is not completely satisfied with the resolution of their issue, they are encouraged to escalate with Harris' Support Services organization as follows:

- Level 1:** Contact the Support Representative assigned to working on the issue
- Level 2:** Contact the Support Supervisor
- Level 3:** Contact the Director/Manager of Support
- Level 4:** Contact the Vice President of Support
- Level 5:** Contact the Executive Vice President of Harris School Solutions; Nutrition Solutions Group

Holiday Schedule

Below is a listing of Harris recognized holidays. Please note that Support Services is closed on the designated days as outlined below.

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas

Billable Support Services

The following is a list of services that are "out of scope" and not included in the Agreement; and are considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- Set-up or establishment of a test environment or database

Test Databases & Environments

Harris may need to support a particular customer by maintaining establishing an independent environment for testing purposes. This provides customers with the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to a customer's live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

For certain applications, Harris may require that a communication link be established and maintained between Harris and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that Harris Support staff is able to connect to the site and resolve any issues. Harris' supported methods of connection are: Direct internet, Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and "Third Party Support" – if applicable

Harris is not responsible for providing Support on Third Party components, plug-ins or hardware systems.

Schedule "E"
Security

1. Harris shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use.
2. Harris shall ensure that its employees and subcontractors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.
3. Response to Legal Orders, Demands or Requests for Data.
 - a. Where permitted by law Harris shall:
 - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Harris seeking Data;
 - ii. Consult with the Customer regarding its response;
 - iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the Customer's request, provide the Customer with a copy of its response.
 - b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Harris, Customer will promptly provide a copy of the request to Harris. Harris will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: January 9, 2017
SUBJECT: Revised Administrative Regulation 5125.2 – Parents’ Rights Concerning Student Records

BACKGROUND INFORMATION:

Submitted for the Board’s information is revised Administrative Regulation 5125.2 – Parents’ Rights Concerning Student Records. The proposed regulation reflects revisions related to current State requirements and procedures established to challenge student records.

PREPARED BY:

Manuel San Miguel, Director – Student Services

DISTRICT PRIORITY 4:

Improve student support services.

CURRENT REGULATION

AR 5125.2

Students

Parents' Rights Concerning Student Records

Rights to Inspect and Review

The parent of a student under 18 years of age shall have the right to inspect and/or review any or all records directly related to that student. The parent shall present the written request to inspect and/or review the records to the principal of the school or to the director of pupil services. The requested records shall be made available within 5 working days.

Right to Contest Record Content

The parent of a student may file a written request with the district superintendent to amend the student's record or remove from the record and destroy any of the following information:

1. An unsubstantiated personal conclusion or inference
2. A conclusion or an inference made outside the observer's area of competence
3. A statement not based on the personal observation of a named person with the time and place of the observation noted
4. A statement that violates the privacy or other rights of a student

Right to Hearing(s)

Within 30 working days of the receipt of such a request, the director of pupil services shall hold a hearing with the parent and the certificated employee who recorded the information in question, if such person is presently employed by the school district. As the result of the hearing the director of pupil services shall sustain or deny the allegation(s) in writing. At least 10 working days before the hearing, the parent or adult student shall be given notice of the date, place, and time of the hearing. At their own expense, the parent or the adult student may be represented by counsel or other individuals. (It is noted that the right to a hearing does not preclude attempts to settle disputed by informal means.)

1. If the director of pupil services sustains the allegations(s), he shall, via the assistant superintendent of instructional services, recommend that the superintendent order the amendment or removal and destruction of the information.

CURRENT REGULATION

AR 5125.2 (b)

Students

Parents' Rights Concerning Student Records

Rights to Hearings(s) (continued)

2. If the director of pupil services denies the allegation(s) and declines to recommend the amendment or the removal and destruction of the information, he shall, via the assistant superintendent of instructional services, recommend that the superintendent inform the parent or adult student in writing of the decision and the right of the party to appeal the decision in writing to the governing board within 30 working days of the notification.
3. Within 30 working days of receipt of such an appeal, the board shall determine, in closed session with the parent or adult student and the certificated employee who recorded the information in question (if such employee is presently employed by the school district), whether to sustain or deny the allegations(s). At least 10 working days before the hearing, the parent or the adult student shall be given written notice of the date, place, and time.
4. If the board sustains the allegation(s), it shall order the superintendent to immediately amend or remove and destroy the information from the written records of the student.
5. If the final decision of the board is unfavorable to the parent or adult student, or if the parent or adult student accepts an unfavorable decision by the superintendent, the parent or adult student shall then have the right to submit a written statement of objection(s) to the information. This statement shall be placed in the student's record.
6. Records of any hearing shall be maintained in a confidential manner and shall be destroyed one year after the decision of the board, unless the parent or adult student initiates legal proceedings relative to the disputed information within the prescribed on-year period.

Alternative Hearing Procedure

Either the superintendent or the board may elect to convene a hearing panel as provided in the Education Code to assist in making determinations relative to challenges of education records by the parent of a student or a former student.

CURRENT REGULATION

AR 5125.2 (c)

Students

Parents' Rights Concerning Student Records

Final Decision

The decision of the governing board shall be final.

Right to Include Response to Disciplinary Statement

Whenever there is information included in the record(s) of a student concerning any disciplinary action that was taken by district personnel regarding any student, including but not limited to the suspension or expulsion of the student, the board shall allow the parent or adult student to include a written statement of response concerning the disciplinary action in the record(s).

Regulation
adopted: 6-25-85

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED REGULATION

AR 5125.2

Students

Parents' Rights Concerning Student Records Challenging Student Records

Rights to Inspect and Review

~~The parent of a student under 18 years of age shall have the right to inspect and/or review any or all records directly related to that student. The parent shall present the written request to inspect and/or review the records to the principal of the school or to the director of pupil services. The requested records shall be made available within 5 working days.~~

Right to Contest Record Content

~~The parent of a student may file a written request with the district superintendent to amend the student's record or remove from the record and destroy any of the following information:~~

- ~~1. An unsubstantiated personal conclusion or inference~~
- ~~2. A conclusion or an inference made outside the observer's area of competence~~
- ~~3. A statement not based on the personal observation of a named person with the time and place of the observation noted~~
- ~~4. A statement that violates the privacy or other rights of a student~~

Right to Hearing(s)

~~Within 30 working days of the receipt of such a request, the director of pupil services shall hold a hearing with the parent and the certificated employee who recorded the information in question, if such person is presently employed by the school district. As the result of the hearing the director of pupil services shall sustain or deny the allegation(s) in writing. At least 10 working days before the hearing, the parent or adult student shall be given notice of the date, place, and time of the hearing. At their own expense, the parent or the adult student may be represented by counsel or other individuals. (It is noted that the right to a hearing does not preclude attempts to settle disputed by informal means.)~~

- ~~1. If the director of pupil services sustains the allegations(s), he shall, via the assistant superintendent of instructional services, recommend that the superintendent order the amendment or removal and destruction of the information.~~

PROPOSED REGULATION

AR 5125.2 (b)

Students

Parents' Rights Concerning Student Records Challenging Student Records

Rights to Hearings(s) (continued)

- ~~2. If the director of pupil services denies the allegation(s) and declines to recommend the amendment or the removal and destruction of the information, he shall, via the assistant superintendent of instructional services, recommend that the superintendent inform the parent or adult student in writing of the decision and the right of the party to appeal the decision in writing to the governing board within 30 working days of the notification.~~
- ~~3. Within 30 working days of receipt of such an appeal, the board shall determine, in closed session with the parent or adult student and the certificated employee who recorded the information in question (if such employee is presently employed by the school district), whether to sustain or deny the allegations(s). At least 10 working days before the hearing, the parent or the adult student shall be given written notice of the date, place, and time.~~
- ~~4. If the board sustains the allegation(s), it shall order the superintendent to immediately amend or remove and destroy the information from the written records of the student.~~
- ~~5. If the final decision of the board is unfavorable to the parent or adult student, or if the parent or adult student accepts an unfavorable decision by the superintendent, the parent or adult student shall then have the right to submit a written statement of objection(s) to the information. This statement shall be placed in the student's record.~~
- ~~6. Records of any hearing shall be maintained in a confidential manner and shall be destroyed one year after the decision of the board, unless the parent or adult student initiates legal proceedings relative to the disputed information within the prescribed on year period.~~

Alternative Hearing Procedure

~~Either the superintendent or the board may elect to convene a hearing panel as provided in the Education Code to assist in making determinations relative to challenges of education records by the parent of a student or a former student.~~

PROPOSED REGULATION

AR 5125.2 (c)

Students

Parents' Rights Concerning Student Records Challenging Student Records (continued)

Final Decision

The decision of the governing board shall be final.

Right to Include Response to Disciplinary Statement

~~Whenever there is information included in the record(s) of a student concerning any disciplinary action that was taken by district personnel regarding any student, including but not limited to the suspension or expulsion of the student, the board shall allow the parent or adult student to include a written statement of response concerning the disciplinary action in the record(s).~~

The custodial parent/guardian of any student may submit to the Superintendent or designee a written request to correct or remove from his/her child's records any information concerning the child which he/she alleges to be any of the following:

1. Inaccurate
2. An unsubstantiated personal conclusion or inference
3. A conclusion or inference outside of the observer's area of competence
4. Not based on the personal observation of a named person with the time and place of the observation noted
5. Misleading
6. In violation of the privacy or other rights of the student

When a student grade is challenged, the teacher who gave the grade shall be given an opportunity to state orally, in writing, or both, the reasons for which the grade was given. Insofar as practicable, he/she shall be included in all discussions related to any grade change. In the absence of clerical or mechanical error, fraud, bad faith or incompetency, the student's grade as determined by the teacher shall be final.

PROPOSED REGULATION

AR 5125.2 (d)

Students

Parents' Rights Concerning Student Records Challenging Student Records (continued)

Within 30 days of receiving a request to correct or remove information from a record, the Superintendent or designee shall meet the parent/guardian and with the employee (if still employed) who recorded the information in question. The Superintendent shall then sustain or deny the allegations.

If the parent/guardian's allegations are sustained, the Superintendent or designee shall order the correction or removal and destruction of the information.

If the Superintendent denies the allegations, the parent/guardian may write within 30 days to appeal the decision to a Hearing Panel. Within 30 days of receiving the written appeal, the Hearing Panel shall meet in closed session with the parent/guardian and the employee (if still employed) who recorded the information in question. The Hearing Panel shall then decide whether or not to sustain or deny the allegations. If it sustains any or all of the allegations, the Superintendent shall immediately correct or remove and destroy the information from the student's records.

The decision of the Hearing Panel shall be final. If the decision of the Superintendent or Hearing Panel is unfavorable to the parent/guardian, the parent/guardian shall have the right to submit a written statement of objections. This statement shall become a part of the student's record.

Both the Superintendent and the Board have the option of appointing a hearing panel to assist in making the decision. The hearing panel may be used at the discretion of the Superintendent or the Board provided that the parent/guardian consents to releasing record information to panel members.

The right to challenge a record becomes the sole right of the student when the student becomes 18 or attends a postsecondary institution.

At the beginning of each school year, parents/guardians shall be notified of the availability of the above procedures for challenging student records.

Legal Reference:
EDUCATION CODE

PROPOSED REGULATION

AR 5125.2 (e)

Students

Parents' Rights Concerning Student Records Challenging Student Records
(continued)

49061 Definitions

49063 Notification of parents of their rights

49066 Grades; change of grade; physical education grade

49070 Challenging content of records

49071 Hearing panel

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act of 1974

Regulation
adopted: 6-25-85

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: January 9, 2017
SUBJECT: Williams Settlement Quarterly Uniform Complaint Summary

BACKGROUND INFORMATION:

Submitted for the Board's information is the required Williams Settlement Quarterly Uniform Complaint Summary for the second quarter October 1 – December 31, 2016.

PREPARED BY:

Manuel San Miguel, Director - Student Services

DISTRICT PRIORITY 1:

Raise student achievement: student achievement is the District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core.



**Los Angeles County
Office of Education**
Serving Students • Supporting Communities
Leading Educators

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2016-2017

District Name: _____

Date: _____

Person completing this form: _____

Title: _____

Quarter covered by this report (Check One Below):

- | | | | |
|--------------------------|---------|--------------------------|-----------------|
| <input type="checkbox"/> | 1st QTR | July 1 to September 30 | Due 21-Oct 2016 |
| <input type="checkbox"/> | 2nd QTR | October 1 to December 31 | Due 20-Jan 2017 |
| <input type="checkbox"/> | 3rd QTR | January 1 to March 31 | Due 21-Apr 2017 |
| <input type="checkbox"/> | 4th QTR | April 1 to June 30 | Due 21-Jul 2017 |

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.

- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
TOTAL			

Print Name of District Superintendent _____

Signature of District Superintendent _____

Date _____

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu