

# 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*



## **REGULAR MEETING OF BOARD OF EDUCATION**

### **MINUTES**

**June 12, 2017**

The meeting was called to order at 6:03 p.m. by President Linda Garcia in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

- |  |  |
|--|--|
| Pledge of Allegiance                     | Daniel Aguilar, Director-Safety and Security, led the Pledge of Allegiance.  |
| Roll Call                                | Trustee Linda Garcia<br>Trustee Vivian Hansen<br>Trustee Alicia Anderson<br>Trustee Sonya Cuellar<br>Trustee Tony Peña   |
| Administrators Present                   | Ruth Pérez, Superintendent<br>Ruben Frutos, Assistant Superintendent-Business Services<br>Myrna Morales, Assistant Superintendent-Human Resources<br>Ryan Smith, Assistant Superintendent-Secondary Educational Services<br>Deborah Stark, Assistant Superintendent-Educational Services<br>Daniel Aguilar, Director-Safety & Security<br>Cindy DiPaola, Director-Maintenance & Operations<br>Greg Francois, Director-Secondary Education<br>Renee Jeffrey, Director-K-5 School Support & Innovative Programs<br>Margarita Rodriguez, Director-Research & Evaluation<br>Manuel San Miguel, Director-Student Services<br>Beatriz Spelker-Levi, Director-Personnel<br>Chris Stamm, Director-Nutrition Services<br>Patricia Tu, Director-Fiscal Services<br>Damon Dragos, Interim Principal-Paramount High School<br>Kevin Longworth, Principal-Paramount Park Middle School<br>David Daley, Program Administrator<br>Juliana Sauvao, Program Administrator |
| Approve Agenda<br>June 12, 2017<br>1.186 | Trustee Anderson moved, Trustee Peña seconded and the motion. Superintendent Pérez shared with the Board that item 3.9-A was being pulled from the agenda. The motion carried 5-0 to approve the agenda of the Regular Meeting of June 12, 2017 as amended.<br><br>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña  |

Study Session Meeting  
Minutes May 22, 2017  
1.187

Trustee Hansen moved, Trustee Cuellar seconded and the motion carried 5-0 to approve to approve the minutes of the Study Session Meeting of June 12, 2017.

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

Regular Meeting Minutes  
May 22, 2017  
1.188

Trustee Anderson moved, Trustee Peña seconded the motion carried 5-0 to approve the minutes of the Regular Meeting of May 22, 2017.

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

## **REPORTS**

Employee Representative  
Reports

There was no representative present for CSEA.

TAP President April O'Connor met with Superintendent Pérez for their last meeting of the school year. She shared that TAP filed a grievance a week and a half ago regarding Co-Teaching. She shared that summer school has started and began well. She wished everyone a good summer.

Board Members' Reports

Trustee Anderson attended the District's Retirement Tea and Years of Service event, the Ad Hoc meeting, PHS Senior Awards night, Buena Vista High School, Paramount Adult Transition and Paramount High School graduations, Jackson School's promotion, PHS Soccer team Championship dinner, the City of Paramount 60<sup>th</sup> Anniversary Heritage Festival and the Relay for Life in Catalina Island.

Trustee Cuellar attended the District's Annual Retirement Tea and Years of Service event and the Buena Vista High School and Paramount High School graduations.

Trustee Garcia attended the Woman's Club Scholarship luncheon, the PHS Awards night, PHS Soccer team Championship dinner, the City Hall Day of Prayer, Buena Vista High School and Paramount High School graduations, Alondra Middle School promotion, the City's 60<sup>th</sup> Anniversary Heritage festival and the Catalina Island Relay for Life. She invited everyone to the upcoming Relay for Life in Bellflower on July 15, 2017.

Trustee Hansen attended the District's Annual Retirement Tea and Years of Service event, the PHS Awards night, Lincoln School's Jungle Book play, the Ad Hoc meeting, the PHS Soccer Team Championship dinner, the Art competition at Wirtz School, the Buena Vista High School graduation, Keppel School's Accelerated Readers field day, the Adult Transition graduation and the City of Paramount's 60<sup>th</sup> Anniversary Heritage Festival. She wished everyone a happy summer.

Trustee Peña attended the STAR awards at Wirtz School, he joined Superintendent Pérez and Mr. Frutos for a joint meeting with the City of Lakewood, he attended the District's annual Retirement Tea and Years of Service event, the PHS Senior Awards event, the PHS Soccer team Championship dinner and wished to thank Magda from the City and Chris Stamm, he attended the Buena Vista High School, Paramount High School and Paramount Adult Transition graduations, the City of Paramount 60<sup>th</sup> Anniversary Heritage celebration. Mr. Peña shared that the Summer Food program has begun and all has gone well. He wished everyone a great summer.

Superintendent Dr. Pérez highlighted the following:

- ❖ Superintendent Pérez shared that she is excited about the planning for staff development for teachers. Staff development is also being planned for assistant principals led by Dr. Smith and were provided with a book titled "Innovators Mindset in preparation for their staff development.
- ❖ Dr. Pérez attended the Buena Vista High School and Paramount High School graduations.
- ❖ Superintendent Pérez attended the Paramount Park Middle School promotion.

#### Recognition: MESA Regional Winners

The Board of Education and Superintendent Dr. Pérez recognized MESA Regional student winners from Jackson School, Paramount Park Middle School and Zamboni Middle School and Paramount High School.

MESA (Math, Engineering, Science Achievement) is an organization whose mission is to provide middle and high school students with hands on science, math and engineering experience with the goal of inspiring them to pursue college studies in these subjects.

This year's student winners placed 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> in the areas of Bridge Structures, Public Speaking, Gliders, Mousetrap, and Egg Drop. Student winners were from Jackson School: Mackenzie Peña, Percival Swayze, Paramount Park Middle School: Amelie Belmontes, Quetzalli Orta, Christopher Velasquez, Zamboni Middle School: Valeria Alvarez, Rodrigo Arenas Loma, Andrea Exiga, Emanuel Salas and Paramount High School: Fatima Carlos Ramirez, Natalie Caro, Genesis Galarza, Marisol Torres and Angela Zamudio.

#### Co-Teaching Update

David Daley and Juliana Sauvao, Program Administrators provided the Board with an update on Co-Teaching.

They shared that Co-Teaching is a delivery model that offers different ways to provide quality services to students with special needs in the general education classroom. It increases differentiation in instruction to benefit all students and provides to equally-qualified individuals who may or may not have the same area of expertise jointly delivering instruction to a group of students.

The history of Co-Teaching in PUSD was also shared with the Board, what has been the impact and what will be taking place in 2017-18 and 2018-19.

The complete version of the presentation is available on the District's website.

#### LCAP Update

Dr. Deborah Stark, Assistant Superintendent-Educational Services provided the Board with an overview of new services in LCAP 2017.

Dr. Stark shared that the majority of the services and activities in the LCAP are multi-year initiatives and will continue from previous years.

Some examples are, AVID, College and Career centers, CTE staff and programs, K-5 music and PE instruction, professional development, collaborative planning for middle school teachers as well as many other services.

New services added in the plan are the result of student needs related to academic or behavior, new or expanded initiatives in 2017-18 and data from survey results or feedback.

This year, the LCAP must include services for any student group performing two levels or more below all students on any of the state targets. The plan must identify the student groups, the state targets and where the services to decrease the performance gaps are located.

The District will print a copy of the LCAP for each school site and post on the District website, send a Blackboard Connect message to all families, submit the final plan to LACOE and in the summer obtain approval from LACOE.

The complete version of the presentation is available on the District's website.

#### May Revise Budget Update

Mr. Ruben Frutos, Assistant Superintendent-Business Services provided the Board with an update on the budget.

Mr. Frutos highlighted a few areas in the budget that included:

- Proposition 98: The 2017-18 Guarantee is projected to be \$74.5 billion, which is slightly under the May Revision proposal.
- LCFF Implementation: A compromise of \$1.36 billion for LCFF implementation is a little lower than the May Revision.
- One-Time Discretionary Funds – District to receive one-time discretionary funds (counting towards prior-year mandate reimbursement claims), proposed to be released in 2017-18, compared to the May Revision, which proposed to delay the one-time funding until May 2019.
- Districts of Choice program – the committee voted to extend the program for an additional 5 years to 2022.

#### Funding Proposal News:

- \$50 million for After School Education and Safety Program augmentation
- \$44 million one-time for additional special education costs
- \$15 million to restore the CTE Pathways program (we will provide more information on this program as soon as it is available)
- \$5 million one-time for Bilingual Teacher Professional Development

#### Budgetary Challenges

- Declining enrollment
- CalSTRS & CalPERS increases
- Health & Welfare Benefit Increases
- Slower LCFF Funding Growth
- Unknown future of Categorical and Free & Reduced lunch programs

The complete version of the presentation is available on the District's website.

**BOARD MEETING  
CALENDAR**

There were no changes to the Board meeting calendar.

**HEARING SECTION**

The following speakers addressed the Board:

Ms. Sara Patricia commended the School Board for all the programs being offered in the District. Ms. Patricia would like the Board to allocate funds from Measure I to protect the students from the high levels of Chromium 6, the health of the children. She understands that the Board can only do so much but it is important that we protect the health of the children as recently levels have been really high as reported on the AQMD website. You can smell the metallic odor outside and as a parent that terrifies her. She asked that filters be installed in classes. She also asked for the Board to allocate funds from Measure I for new piping for the water fountains, since the pipes that deliver water to the fountains our children drink out of may be leaking lead.

Mr. Jose De Leon shared with the Board that he has been wanting to come to a Board meeting but he has been busy. Mr. De Leon stated that the main reason for coming to the meeting is that last week on Thursday, there was a strong smell from 7:45 – 11:00 a.m., then again from around 3:00 – 4:00 p.m. he asked the Board, "What can you do?" He stated that we need to protect our kids. The problem with the air has been going on for many years, he knew something was wrong since he moved to this area. He stated that we need to do something, especially the Board because they are in charge of the new generation.

Mr. Reno Ridola came to the meeting to voice his concern on the rising levels of Chromium 6 in our neighborhood. Upon learning that it affects our most vulnerable place of learning for our children, he asked of the Board, "What are your plans of action on behalf of our children to get rid of this pollutant facilities or did you refer it to politicians?" He added that the Board must protect our children's health since this deadly exposure of Chromium 6 into our kids immune system makes them vulnerable.

**CONSENT ITEMS**

0.189

Trustee Cuellar moved, Trustee Hansen seconded. Trustee Peña informed President Garcia that he abstained to item 3.1-C and announced his abstention is due to his employment with the City of Paramount.

Trustee Cuellar amended her motion and asked that 3.1-C be pulled from the Consent Items and be voted on separately.

Trustee Anderson moved, Trustee Hansen seconded and the motion carried 5-0 to approve Consent Items 2.1-C and 3.2-C through 4.3-C.

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

0.190

Trustee Cuellar moved, Trustee Hansen seconded and the motion carried 4-1 to approve Consent Item 3.1-C.

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

### **General Services**

Professional Activities  
16-09  
1.189

Approve the Professional Activities Report 16-09 for Superintendent Dr. Ruth Pérez's attendance at an out-of-state conference, as submitted.

### **Human Resources**

Personnel Report  
16-18  
2.189

Accepted Personnel Report 16-18, 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  
3.190

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

Professional Activities Report  
16-10  
3.189

Approved the Professional Activities Report 16-10 for the Paramount High School West Campus, Buena Vista High School and Director of Student Services to attend an out-of-state conference.

Professional Activities  
Report 16-11  
3.189

Approved the Professional Activities Report 16-11 for Assistant Superintendent Dr. Ryan Smith's attendance at an out-of-state conference, as submitted.

Memorandum of  
Understanding with  
Paramount Publishing  
Company  
3.189

Approved Memorandum of Understanding with Paramount Publishing Company for the summer internship program for the 2017-18 school year.

Memorandum of  
Understanding with Weber  
Metals, Inc.  
3.189

Approved the Memorandum of Understanding with Weber Metals, Inc. for the 2016-17 school year.

Memorandum of  
Understanding with Kaiser  
Permanente  
3.189

Ratified the Memorandum of Understanding with Kaiser Permanente for the Youth Work Preparation Certificate Program during the 2016-17 school year.

### **Business Services**

Purchase Order Report 16-18  
4.189

Approved Purchase Order Report 16-18 authorizing the purchase of supplies, equipment, and services for the District.

Consultant Services  
4.189

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

Acceptance of Donations  
4.189

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

## **ACTION ITEMS**

### **General Services**

Amendment to Employment Agreement between Paramount Unified School District and Dr. Ruth Pérez  
1.190

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the amendment to employment agreement between Paramount Unified School District and Dr. Ruth Pérez to reflect the correct number of work days and extension to the contract.

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

### **Human Resources**

Approval of a Job Description for District Social Worker-Special Education and Establishment of, and Employment Authorization for, One District Social Worker – Special Education  
2.191

Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to Approve the job description of District Social Worker – Special Education and establishment of, and employment authorization for, one District Social Worker – Special Education

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

### **Educational Services**

Public Hearing – Local Control Accountability Plan, 2017-2020  
3.192

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to conduct a public hearing regarding the Local Control Accountability Plan required to receive Local Control Funding for years 2017-2020.

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

There were no speakers during the hearing section.

Trustee Peña moved, Trustee Hansen seconded, and the motion carried 5-0 to conduct a public hearing regarding the Local Control Accountability Plan required to receive Local Control Funding for years 2017-2020.

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

Organization Management System Subscription  
3.193

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the subscription renewal for the Organization Management System for the 2017-18 school year.

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

Sunbelt Staffing Consultant  
3.194

Trustee Peña moved, Trustee Hansen seconded, and the motion carried 5-0 to approve Sunbelt Staffing to provide a psychologist to complete evaluations and provide services to new and continuing students for the 2017-18 school year.

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

Nonpublic School Placement for Special Education Students for 2016-17  
3.195

Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve the placement for special education students in nonpublic schools as determined by the students' Individual Education

Plan for the 2016-17 school year.

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

WorkAbility I Grant  
Application for the 2017-18  
School Year  
3.196

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the application of the WorkAbility I Grant for the 2017-18 school year to provide supervision of special education students' on-the-job training and subsidized wages for high school and transition students and career awareness activities for middle school students.

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

Approval of A-G Edgenuity  
On-line Courses  
3.197

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve A-G Edgenuity on-line courses at Adult School Diploma Lab, Buena Vista High School, Paramount High School-West Campus and Paramount High School.

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

International Institute for  
Restorative Practices  
Professional Development  
3.198

Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve the implementation of Restorative Practices Professional Development for Alondra Middle School, Buena Vista High School and Jackson School, for the 2017-18 school year.

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

Carl D. Perkins Grant  
Applications for grades 7-12  
3.199

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the submission of the application for Carl D. Perkins Grant for the 2017-18 school year.

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

Forms and Graphics  
Unlimited  
*This item was pulled*

*This item was pulled from the agenda.*

### **Business Services**

Authorization to Make  
Appropriation Transfers  
4.200

Trustee Hansen moved, Trustee Peña seconded, and the motion carried 5-0 to authorize the Los Angeles County Superintendent of Schools to make appropriate transfers at the close of the 2016-2017 school year.

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

Agreement with Food Safety  
Systems  
4.201

Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve the agreement with Food Safety Systems to provide consultant services for a three-year period beginning July 1, 2017, for regularly scheduled service visits, reviewing 45 points of food safety and sanitation requirements, averaging 9 visits per year per site. USDA Professional standards training modules will be provided at each service visit, to meet regulation requirements for all 20-hour-or-less employees.

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

Notice of Completion –  
Cabling for Wireless Access

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to accept as completed the network cabling work for

Points at Community Day School, Collins, Gaines, Lincoln, Los Cerritos, Mokler, and Wirtz  
4.202

wireless access points at Community Day School, Collins, Gaines, Lincoln, Los Cerritos, Mokler, and Wirtz school sites. Authorize the Superintendent or designee to file the Notice of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

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

Agreement for Consultant Services – Proposition 39 California Clean Energy Jobs Act Project Implementation – Part II  
4.203

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the consultant agreement with Facilities Commissioning & Technical Services to assist the District with completion of the Proposition 39 California Clean Energy Jobs Act project implementation – Part II. Authorize the Superintendent or designee to execute all necessary documents.

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

Public Hearing – 2017-2018 Tentative Budget  
4.204

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to conduct a public hearing prior to the approval of the 2017-18 Tentative Budget.

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

There were no speakers during the hearing section.

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 5-0 to close the public hearing prior to the approval of the 2017-18 Tentative Budget.

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

## **INFORMATION ITEMS**

### **Business Services**

Program Self-Evaluation Report for State Preschool

The Board received the program self-evaluation report for the State Preschool.

## **ANNOUNCEMENTS**

Staff Employee Comments Per Government Code 54957

There were no staff/employee comments.

## **CLOSED SESSION**

The Board adjourned to Closed Session at 7:50 p.m. to discuss Conference with Legal Counsel-Anticipated Litigation, Public Employment, Public Employee Performance/Evaluation (Superintendent), and Public Employee Discipline/Dismissal/Release and Student Discipline.

## **OPEN SESSION**

The Board reconvened to Regular Session at 10:22 p.m. President Garcia reported that they discussed Conference with Legal Counsel-Anticipated Litigation, Public Employment, Public Employee Performance/Evaluation (Superintendent), Public Employee Discipline/Dismissal/Release and Student Discipline.

There following action was taken in Closed Session:

Public Employment  
2.205

Trustee Hansen moved, Trustee Anderson seconded and the motion carried 5-0 to approve the appointment of Scott Law as Director-Facilities and Project Management effectively as soon as mutually agreeable.

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

Public Employment  
2.206

Trustee Hansen moved, Trustee Anderson seconded and the motion carried 5-0 to approve the appointment of Yvonne Rodriguez as Principal-Paramount Adult School effective as soon as mutually agreeable.

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

Student Discipline  
Student E-12  
3.207

Trustee Cuellar moved, Trustee Hansen seconded and the motion carried 5-0 to expel student E-12 for the 2017-18 school year.

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

**ADJOURNMENT**

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on June 12, 2017 at 10:24 p.m. in memory of retired employee Eli Lopez.

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

---

Ruth Pérez, Secretary  
To the Board of Education

---

President

---

Vice President/Clerk

# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** June 26, 2017  
**SUBJECT:** Representatives to Athletic Leagues for 2017-18

## **BACKGROUND INFORMATION:**

The California Interscholastic Federation (CIF) Constitution (Article 2, Section 25) stipulates that on a yearly basis, each local school district Board of Education shall approve the appointment of school representatives to the appropriate CIF section. CIF voting privileges will be suspended if the requirement is not met.

Mr. Alex Acosta, Athletic Director and Ms. Rachel Dominguez, Athletic Director, are recommended as representatives for Paramount High School for 2017-18.

Upon the appointment of a new Principal for Paramount High School, a revision for the Board's approval will be submitted to include the new principal as a representative for 2017-18.

## **POLICY/ISSUE:**

Education Code Section 33353 - California Interscholastic Federation; Implementation

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Approve Alex Acosta, Athletic Director and Rachel Dominguez, Athletic Director as District representatives to athletic leagues for 2017-18.

## **PREPARED BY:**

Ruth Pérez, Superintendent

## **DISTRICT PRIORITY 5:**

Increase and promote team building and staff involvement in decision making throughout the District.

**CONSENT ITEM: 1.1-C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent – Human Resources  
**DATE:** June 26, 2017  
**SUBJECT:** Personnel Report 16-19

## **BACKGROUND INFORMATION:**

Following is Personnel Report 16-19, 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 16-19 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 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>				<b><u>ANNUAL</u></b>		
Bowers, Alexander	Teacher Temporary	Educational Services	A-9	\$66,784 General Fund	08-14-17	06-30-18
Mendez, Jovani	Teacher Temporary	Educational Services	B-1	\$55,351 General Fund	08-14-17	06-30-18
Vazquez, Marcela	Teacher Temporary-45%	Educational Services	B-3	\$26,427 Non-Public Schools	08-14-17	06-30-18
Arambula, Matthew	Teacher Temporary	Alondra	C-2	\$59,867 General Fund	08-14-17	06-30-18
Halliburton, Jennifer	Teacher Temporary	Alondra	B-2	\$57,017 General Fund	08-14-17	06-30-18
Hansbury, Laura	Teacher Temporary	Alondra	C-9	\$73,629 General Fund	08-14-17	06-30-18
Medina, Roxanne	Teacher Temporary	Alondra	A-3	\$55,920 General Fund	08-14-17	06-30-18
Mora, Melissa	Teacher Temporary	Alondra	C-3	\$61,663 General Fund	08-14-17	06-30-18
Muller, Monserrat	Teacher Temporary	Alondra	B-3	\$58,727 General Fund	08-14-17	06-30-18
Tilson, Courtney	Teacher Temporary	Alondra	E-4	\$70,023 General Fund	08-14-17	06-30-18
De Leon, Elda	Teacher Temporary	Buena Vista	C-7	\$69,401 General Fund	08-14-17	06-30-18
Martin, Emily	Teacher Temporary	Buena Vista	C-2	\$59,867 General Fund	08-14-17	06-30-18
Hale, Jamica	Teacher Temporary	Collins	C-7	\$69,401 General Fund	08-14-17	06-30-18
Nguyen, Jennifer	Teacher Temporary	Collins	B-2	\$57,017 General Fund	08-14-17	06-30-18

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b> <u>continued</u>				<b><u>ANNUAL</u></b>		
Rogers, Catherine	Teacher Temporary	Collins	C-2	\$59,867 General Fund	08-14-17	06-30-18
Yenkelun, Amanda	Teacher Temporary	Collins	A-5	\$59,337 General Fund	08-14-17	06-30-18
Brown, Grace	Teacher Temporary	Gaines	D-14	\$91,127 General Fund	08-14-17	06-30-18
Cortes, Leticia	Teacher Temporary	Gaines	A-2	\$54,300 General Fund	08-14-17	06-30-18
Dominguez, Mayra	Teacher Temporary	Gaines	A-2	\$54,300 General Fund	08-14-17	06-30-18
Martin, Alyssa	Teacher Temporary	Gaines	A-5	\$59,337 General Fund	08-14-17	06-30-18
Chipman, Ashley	Teacher Temporary	Hollydale	B-3	\$58,727 General Fund	08-14-17	06-30-18
Gomez, Jennifer	Teacher Temporary	Hollydale	C-2	\$59,867 General Fund	08-14-17	06-30-18
Hong, Michelle	Teacher Temporary	Hollydale	B-2	\$57,017 General Fund	08-14-17	06-30-18
Marin, Jesus	Teacher Temporary	Hollydale	B-4	\$60,491 General Fund	08-14-17	06-30-18
Copeland, Misty	Teacher Temporary	Jackson	D-7	\$72,875 General Fund	08-14-17	06-30-18
McDaniel, Jessica	Teacher Temporary	Jackson	B-8	\$68,080 General Fund	08-14-17	06-30-18
Turner, Kristine	Teacher Temporary	Jackson	B-2	\$57,017 General Fund	08-14-17	06-30-18
Archuleta, Justine	Teacher Temporary	Jefferson	A-2	\$54,300 General Fund	08-14-17	06-30-18

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<u>continued</u>						
Dugan, Heidi	Teacher Temporary	Lincoln	E-9	<b><u>ANNUAL</u></b> \$81,178 General Fund	08-14-17	06-30-18
Garcia, Monica	Teacher Temporary	Lincoln	B-2	\$57,017 General Fund	08-14-17	06-30-18
Meas, Molina	Teacher Temporary	Lincoln	C-2	\$59,867 LCAP*	08-14-17	06-30-18
Norman, Stacey	Teacher Temporary	Lincoln	B-2	\$57,017 General Fund	08-14-17	06-30-18
Darcy, Lisa	Teacher Temporary	Los Cerritos	B-7	\$66,096 General Fund	08-14-17	06-30-18
Gutierrez, Maria	Teacher Temporary	Los Cerritos	A-7	\$62,949 General Fund	08-14-17	06-30-18
Hernandez, Alejandra	Teacher Temporary	Los Cerritos	B-2	\$57,017 General Fund	08-14-17	06-30-18
Hoxie, Jessica	Teacher Temporary	Los Cerritos	E-19	\$97,110 General Fund	08-14-17	06-30-18
Lauro, Angela	Teacher Temporary	Los Cerritos	C-24	\$89,856 Special Education	08-14-17	06-30-18
Loera, Elizabeth	Teacher Temporary	Los Cerritos	C-2	\$59,867 General Fund	08-14-17	06-30-18
Tien, Michelle	Teacher Temporary	Los Cerritos	D-6	\$70,752 General Fund	08-14-17	06-30-18
Hildreth, Vianca	Teacher Temporary	Mokler	E-5	\$72,125 General Fund	08-14-17	06-30-18
Akuamoah, Felicia	Teacher Temporary	Paramount Park	C-13	\$84,370 General Fund	08-14-17	06-30-18
Cabrera-Gonzalez, Sandra	Teacher Temporary	Paramount Park	E-10	\$83,615 General Fund	08-14-17	06-30-18

\*Local Control Accountability Plan

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<u>continued</u>						
Elizondo, Douglas	Teacher Temporary	Paramount Park	B-3	<b><u>ANNUAL</u></b> \$58,727 General Fund	08-14-17	06-30-18
Lee, Iris	Teacher Temporary	Paramount Park	B-2	\$57,017 General Fund	08-11-17	06-30-18
Silva, Victor	Teacher Temporary	Paramount Park	A-2	\$54,300 General Fund	08-14-17	06-30-18
Ashenden, Alicia	Counselor Temporary	Paramount High-Senior	Sch. S B-3	\$58,727 General Fund/ Special Education	08-01-17	06-30-18
Brayboy, Dannie	Teacher Temporary	Paramount High-Senior		\$74,721 JROTC*	08-14-17	06-30-18
Eagan, Elizabeth	Teacher Temporary	Paramount High-Senior	C-3	\$61,663 General Fund	08-14-17	06-30-18
Goodlink, James	Teacher Temporary	Paramount High-Senior	A-3	\$55,929 General Fund	08-14-17	06-30-18
Guild, Robert	Teacher Temporary	Paramount High-Senior		\$106,608 JROTC	08-14-17	06-30-18
Kang, Howard	Teacher Temporary	Paramount High-Senior	E-3	\$67,984 Special Education	08-14-17	06-30-18
Nastase, Brian	Teacher Temporary	Paramount High-Senior	E-2	\$66,005 General Fund	08-14-17	06-30-18
Orozco Franco, Manuel	Teacher Temporary	Paramount High-Senior	D-3	\$64,747 General Fund	08-14-17	06-30-18
Park, Charles	Teacher Temporary	Paramount High-Senior	C-12	\$81,956 General Fund	08-14-17	06-30-18
Perez, Mayra	Teacher Temporary	Paramount High-Senior	A-2	\$54,300 General Fund	08-14-17	06-30-18

\*Junior Reserve Officer Training Corps

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<u>continued</u>						
Price, Samuel	Teacher Temporary	Paramount High-Senior	B-2	<b><u>ANNUAL</u></b> \$57,017 General Fund	08-14-17	06-30-18
Ryan, Daniel	Teacher Temporary	Paramount High-Senior	C-4	\$63,513 General Fund	08-14-17	06-30-18
Vasquez, Anna	Teacher Temporary	Paramount High-Senior	C-2	\$59,867 Special Education	08-14-17	06-30-18
Martinez, Nancy	Teacher Temporary	Paramount High-West	E-2	\$66,005 Special Education	08-14-17	06-30-18
Runblade, Rodney	Teacher Temporary	Paramount High-West		\$68,212 JROTC*	08-14-17	06-30-18
Yeng, Sinatra	Teacher Temporary	Paramount High-West	C-3	\$61,663 General Fund	08-14-17	06-30-18
Baca, Emily	Teacher Temporary	Tanner	A-2	\$54,300 General Fund	08-14-17	06-30-18
Drucker, Danielle	Teacher Temporary	Tanner	B-3	\$58,727 General Fund	08-14-17	06-30-18
Evenson, Brandi	Teacher Temporary	Tanner	C-4	\$63,513 General Fund	08-14-17	06-30-18
Smith, Mallory	Teacher Temporary	Tanner	A-2	\$54,300 General Fund	08-14-17	06-30-18
Thompson, Christine	Teacher Temporary	Wirtz	E-2	\$66,005 LCAP**	08-14-17	06-30-18
Aguirre, Tania	Teacher Temporary	Zamboni	A-2	\$54,300 General Fund	08-14-17	06-30-18

\*Junior Reserve Officer Training Corps

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<u>continued</u>						
Hodges, Brian	Teacher Temporary	Zamboni	C-2	<b><u>ANNUAL</u></b> \$59,867 Special Education	08-11-17	06-30-18
Jauregui, Ilka	Teacher Temporary	Zamboni	A-1	\$52,720 General Fund	08-14-17	06-30-18
Saum, Alan	Counselor Temporary	Zamboni	Sch. S C-2	\$69,452 General Fund/ Special Education	08-14-17	06-30-18
<b><u>ADDITIONAL ASSIGNMENTS</u></b>						
*White, Julie	Compensatory Education NTE 1 hr.	Special Education		<b><u>HOURLY</u></b> \$38.00 Special Education	06-05-17	06-08-17
*Lee, Hannah	Pre School Assessments NTE 80 hrs.	Special Education		\$38.00 Special Education	06-12-17	06-29-17
*Albert, Kirsten	Assisting GATE** Students NTE 5 hrs. each	Collins		\$38.00 LCAP***	05-01-17	06-08-17
*Galvan, Laura	CTE Cord	Paramount		\$47.16	04-08-17	05-13-17
*Guevara, Maribel	Presentations	High-Senior		\$42.55		
*Walker, Lanette	NTE 12 hrs. each			\$42.55 Title I		

\*Ratification

\*\*Gifted and Talented Education

\*\*\*Local Control Accountability Plan

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SUMMER SCHOOL ASSIGNMENTS</u></b>				<b><u>HOURLY</u></b>		
*Genchi, Selest *Gomez, Maria	Summer School NTE 5.25 hrs, per day	Special Education		\$38.00 Special Education	06-12-17	07-20-17
*Cervantes, Fernando *Contreras, Vetina	Summer School NTE 3.5 hrs. each per day	Buena Vista		\$38.00 Special Education	06-12-17	07-20-17
*Carrillo, Elaine *Gallardo, Aide *Gamez, Maria *Marquez, Alejandra *Medina, Elsa *Tsutsui, Nadine	Extended School Year NTE 3.5 hrs. each per day	Alondra		\$38.00 Special Education	06-12-17	07-13-17
*Hatch, Carrie *Macias, Sandra *Ortiz, Emily	Extended School Year NTE 3.5 hrs. each per day	Lincoln		\$38.00 Special Education	06-12-17	07-13-17
*Caero, Gypsy *Garcia Dubon, Elizabeth *Green, Felice *Holguin, Christopher *Lauro, Angie *Tryon, Toby	Extended School Year NTE 3.5 hrs. each per day	Los Cerritos		\$38.00 Special Education	06-12-17	07-13-17
*Aparicio, Michelle *Bradley, Tawney *Cinotto, Lisa	Extended School Year NTE 3.5 hrs. each per day	Wirtz		\$38.00 Special Education	06-12-17	07-13-17

\*Ratification

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SUMMER SCHOOL ASSIGNMENTS</u></b>						
continued						
*Brand, Richard	Summer School NTE 4 hrs. each per day	Lincoln		<b><u>HOURLY</u></b> \$38.00 Title I	06-12-17	07-13-17
*Chacon, Michelle						
*Cortes, Magdalena						
*Hawkins, Emily						
*Lee, Katie						
*Mireles, Griselda						
*Nunez, Cristina						
*Rosa, Kenia						
*Tryon, Amada						
*Wilson, Genevieve						
*Zepeda, Rosalba						
*Baltazar, Kristine	Summer School NTE 4 hrs. each per day	Los Cerritos		\$38.00 Title I	06-12-17	07-13-17
*Garret, Annie						
*Gonzalez, Patricia I.						
*Hernandez, Sara						
*Kochanowski, Malgorzata						
*Leon, Susan						
*Maberry, Amanda						
*MacNeil, Yolanda						
*Niebres-Orbita, Norma						
*Perez, Claudia						
*Sierra, Carlos						
*Caballero, Esperanza	Summer School NTE 4 hrs. each per day	Wirtz		\$38.00 Title I	06-12-17	07-13-17
*Kaing, Anita						
*Kiely, Delia						
*Martin, Christie						
*Mejia, Marisol						
*Orozco, Marissa						
*Parkin, Maria						
*Slater, Dawna						
*Soto, Christina						
*Valdez, Laura						
*Zimmerman, Denelle						

\*Ratification

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u><b>SUMMER SCHOOL ASSIGNMENTS</b></u> continued *Barboza, Ysamar *Bladow, Kelsey *Cabrera, Doreen *Chung, Minyong *Doane, Denise *Durante, Anthony *Figueroa, Sindy *Go-Ng, Joy *Guggiana, John *Healy, Patrick *Lopez, Joe *Lopez, Luis *Lopez, Nancy *Moretti, Edward *Olson, Natalie *Ortega Benitez, Elda *Stinton, William *Zuniga, Vicki *Zwart, Michael  *Becerra, Monica *Cerde, Jennifer *Goodlink, James *Hodges, Brian *Kang, Howard *Villasenor, Rafael  *Laws, Ray *Shaw, Veronica *Tilney, Julie	Summer School NTE 5.25 hrs. each per day	Paramount High-Senior		<u><b>HOURLY</b></u> \$38.00 LCAP**	06-12-17	07-20-17
	Summer School NTE 5.25 hrs. each per day	Paramount High-Senior		\$38.00 Special Education	06-12-17	07-20-17
	Summer School NTE 3 hrs. each per day	Paramount High-West		\$38.00 Special Education	06-12-17	07-20-17

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>ADDITIONAL DAYS/PER DIEM</u></b>						
*Del Toro, Maria	Pre School Assessments NTE 10 hrs.	Special Education		<b><u>PER DIEM</u></b> \$62.38 Special Education	06-12-17	06-29-17
<b><u>STIPEND</u></b>						
*Acosta, Alex	BTSA** Induction Support Provider	Educational Services		<b><u>STIPEND</u></b> \$1,000	08-17-16	06-09-17
*Ahn, Lamont			\$2,000			
*Allen, Clarinda			\$1,000			
*Azevedo, Ana			\$2,000			
*Barrera, Margaret			\$1,000			
*Berkson, Jennifer			\$1,000			
*Breuklander, Tiffany			\$1,000			
*Butler, Mandy			\$2,000			
*Cook, Joli			\$1,000			
*Cribari, Michelle			\$2,000			
*Equihua, Marilyn			\$1,000			
*Goforth, Kimberly			\$2,000			
*Griffith-Wu, Isela			\$1,000			
*Hernandez, Meghann			\$2,000			
*Hornback, Jon			\$2,000			
*Hudson, Lovie			\$1,000			
*Kaing, Anita			\$1,000			
*Kiely, Delia			\$2,000			
*Kim, Cecile			\$1,000			
*Knox, Rhonda			\$1,000			
*Leal, Claudia	\$2,000					
*Marchesini, Melissa	\$1,000					
*Martin, Christie	\$1,000					
*McCoy, Cinthia	\$1,000					
*McPherson, Robin	\$1,000					
*McWhorter, Wendy	\$2,000					
*Moor, Susan	\$1,000					
*Moore, Jessica	\$1,000					
*Murrieta, Mandy	\$1,000					
*Olson, Natalie	\$2,000					
				Educator Effectiveness Grant		

\*Ratification

\*\*Beginning Teacher Support and Assessment

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>STIPEND</u></b> <u>continued</u>				<b><u>STIPEND</u></b>		
*Orozco, Yessenia	BTSA** Induction Support Provider	Educational Services		\$1,000	08-17-16	06-09-17
*Pierson, Jennifer			\$2,000			
*Portillo, Adriana			\$1,000			
*Ramos, Claudia			\$1,000			
*Rankin, Carrie			\$1,000			
*Redd, Virginia			\$1,000			
*Rios, Santiago			\$1,000			
*Rivera, Jenara			\$2,000			
*Rogers, Melody			\$2,000			
*Seo, Sueng-Hae			\$1,000			
*Shearer, Ruthanne			\$1,000			
*Soto, Michelle			\$1,000			
*Taylor, Joyce			\$1,000			
*Tellez, Raymond			\$2,000			
*Thomas, Katherine			\$1,000			
*Toston, La Shonda			\$1,000			
*Tsang, Cindy			\$1,000			
*Varela, Fanny			\$1,000			
*Velis, Diana			\$1,000			
*Walker, Jessica			\$2,000			
*Wilson, Sheri	\$2,000					
*Yu, Grace	\$2,000					
*Zepeda, Rosalba	Educator Effectiveness Grant					
*Bailey, Kim	Lead Teacher	Gaines ECE***		\$2,267 CACFP****	07-01-16	06-30-17
*Cabral, Belen	Lead Teacher	Gaines ECE		\$1,889 ECE	07-01-16	06-30-17
*Figueroa, Anna						
*Garnett, Clauhdet						
*Landry, Charlene						
*Larson, Shirleen						
*Peraza, Damaris						

\*Ratification  
 \*\*Beginning Teacher Support and Assessment  
 \*\*\*Early Childhood Education  
 \*\*\*\*Child and Adult Care Food Program

**PERSONNEL REPORT 16-19  
 JUNE 26, 2017  
 CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>STIPEND</u> continued				<u>STIPEND</u>		
*Prepuk, Ronica	Cheerleading	Paramount Park		\$172 LCAP**	09-01-16	06-02-17
*Zamora, Josue	Sports Advisor	Paramount Park		\$172 LCAP	09-01-16	06-02-17

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>LEAVE OF ABSENCE WITHOUT PAY</u></b> O'Donnell, Patrick	Teacher	Paramount High-Senior	Personal	07-01-17	06-30-18
<b><u>RESIGNATION</u></b> Greene, Victoria	Teacher	Paramount High-Senior	Personal	06-30-17	
Lee, Lorie	Teacher	Paramount High-Senior	Personal	06-09-17	

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
*Marquez-Campos, Veronica	Instructional Assistant – Sp. Ed. 3 hrs. per day/ 10 mo.	Adult Education/ Community Day School	112-I	<b><u>Monthly</u></b> 37.5% of \$2,682 Special Education	06-01-17	
*Nikolau, Andriana	Instructional Assistant – Sp. Ed. 3 hrs. per day/ 10 mo.	Adult Education/ Community Day School	112-I	37.5% of \$2,682 Special Education	06-01-17	
*Ramos, Diego	Instructional Assistant – Sp. Ed. 3 hrs. per day/ 10 mo.	Adult Education/ Community Day School	112-II	37.5% of \$2,817 Special Education	06-01-17	
<b><u>Promotion</u></b>						
*Melendez, Analilia	Student Data Technician 8 hrs. per day/11 mo.	Alondra	119-III	<b><u>Monthly</u></b> \$3,519 General Fund/ EIA/LEP**	06-12-17	
<b><u>Short Term</u></b>						
*Aguilera, Belen *Barajas, Beatriz *Brown, Regina *Coleman, Ronald *Cortes, Marcos *Franco Meza, Susana *Gutierrez, Elizabeth *Habelitz, Ryan *Hernandez, Stephany *Isais, Crystal *Leon, Carlos *Lopez, Jacqueline *Ochoa, Jose *Paredes, Rosario	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Special Education	112-I	<b><u>Hourly</u></b> \$15.47 Special Education	06-12-17	07-20-17

\* Ratification

\*\* Economic Impact Aid-Limited English Proficient

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u><b>Short Term</b></u> *Pasa, Eudora *Rangel, Bianca *Rodriguez, Noemi *Shaw, Nikeya *Sustaita, Maribel	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each	Special Education	112-I	<u><b>Hourly</b></u> \$15.47 Special Education	06-12-17	07-20-17
*Barba, Octavio *Cabral, Margarita *Carrera Cruz, Michelle *Cervantes-Vega, Elizabeth *De La Cruz, Claudia *De La Paz, Monica *De Los Palos, Wendy *Estrada, Marina *Flores, Justin *Gonzalez, Marla *Jimenez, Heather *Lazcano, Isaura *Lopez, Elpidia *Lopez, Ricki *Martinez Vasquez, Luz *Morales, Osvaldo *Nava, Vanesa *Pacheco, Rachel *Perry, Daranisha *Rivero, Raul *Salazar, Monica *Smith, Maria *Vidauri, Maribel	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each	Special Education	115-I	\$16.67 Special Education	06-12-17	07-20-17
*Robles, Claudia	Office Assistant NTE 3 hrs. per day	Student Services	116-I	\$17.08 General Fund	06-19-17	06-30-17

\* Ratification

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Short Term</u></b> <b><u>continued</u></b>						
*Bonilla, Magali *Del Angel, Daniel	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Adult Transition	115-I	<b><u>Hourly</u></b> \$16.67 Special Education	06-12-17	07-20-17
*Gomez, Jorge	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Alondra	115-I	\$16.67 Special Education	06-12-17	07-13-17
Guzman, Iomara	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Alondra	115-I	\$16.67 LCAP**	06-19-17	07-13-17
*Vega, Belen	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Collins	112-I	\$15.47 Special Education	06-02-17	06-08-17
*Aguilar, Sheila *Marini, Angelina	Office Assistant NTE 4 hrs. per day, each	Hollydale	116-III 116-I	\$18.87 \$17.08 General Fund	06-01-17 only	
*Godinez, Wendy *Ornelas, Rafael *Vizcarra, Daniel	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each	Lincoln	115-I	\$16.67 Special Education	06-12-17	07-13-17
*Garcia Vasquez, Yesica	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Lincoln	115-I	\$16.67 LCAP	06-12-17	07-13-17
*Alarcon Lopez, Cristina *Aldape, Josie *Arroyo, Janeth *Beltran, Noherena *Cruz, Luzmila *Curiel, Jeanne *Lopez, Marcela *Martinez, Kaitlyn *Martinez, Sandra *Perez-Garcia, Adriana *Robledo, Javier *Romero, Antonio	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each	Los Cerritos	115-I	\$16.67 Special Education	06-12-17	07-13-17

\* Ratification

\*\* Local Control Accountability Plan

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Short Term continued</u></b> *Ceja, Karina	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Los Cerritos	115-I	<b><u>Hourly</u></b> \$16.67 Special Education	06-14-17	07-13-17
*Cardenas Hermosillo, Jocelyne *Lopez, Francisca *Padilla, Jocelyn *Salazar, Diana *Santis, Rosemary *Sparks, Erica	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each	Paramount High-Senior	115-I	\$16.67 Special Education	06-12-17	07-20-17
*Bernardino-LL, Norma	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	PHS-West	115-I	\$16.67 Special Education	06-12-17	07-20-17
*Gastelum, Nia	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Wirtz	115-I	\$16.67 Special Education	06-12-17	07-13-17
<b><u>Substitute, on call</u></b> *Marini, Angelina	Office Assistant	District	116-I	<b><u>Hourly</u></b> \$17.08 General Fund	06-01-17	
<b><u>College Tutor</u></b> *Figueroa, Priscilla *Hortua, Angie	College Tutor NTE 100 hrs. each, as needed	Paramount High-West		<b><u>Hourly</u></b> \$13.50 EIA-LEP	06-01-17	06-30-17
<b><u>Summer Assignment</u></b> *Maldonado, Erika *Rodriguez, Yeida	Speech Language Assistant NTE 3.5 hrs. per day each, as needed	Special Education	111-VI 111-II	<b><u>Hourly</u></b> \$18.86 \$15.87 Special Education	06-12-17	07-13-17

\* Ratification

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment continued</b>						
*Aguilar, Francia	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Special Education	112-VI	<b>Hourly</b> \$19.15	06-15-17	07-20-17
*Cuen, Christopher			112-VI	\$19.15	06-19-17	07-20-17
*Romero, Yurinely			212-VI	\$19.61** Special Education	06-19-17	07-20-17
*Frias, Amanda	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Special Education	312-VI	\$19.73**	06-12-17	07-20-17
*Garcia, Sandra			112-VI	\$19.15		
*Martinez, Deborah			112-VI	\$19.15		
*Perez, Michael			312-VI	\$19.73**		
*Raygoza, Esther			112-II	\$17.08		
*Rios, Elizabeth			112-V	\$18.87		
*Robles, Marlene			112-VI	\$19.15		
*Robles, Violeta			112-III	\$17.08 Special Education		
*Neff, Julith	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Adult Transition	212-VI	\$19.61** Special Education	06-12-17	07-13-17
*Corrales Sanchez, Griselda	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each, as needed	Adult Transition	215-VI	\$21.07**	06-12-17	07-13-17
*Gilley, Morgan			215-VI	\$21.07**		
*Llamas Luna, Natalia			115-IV	\$19.33		
*Perez, Louie			215-VI	\$21.07**		
*Ramirez, Maria			315-VI	\$21.18**		
*Rios Gaytan, Laura			115-VI	\$20.61		
*Salazar, Bertha			115-VI	\$20.61		
*Varon, Daniel			315-VI	\$21.18** Special Education		

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Summer Assignment</u></b> <b><u>continued</u></b>						
*Cuen, Christopher	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Alondra	112-VI	<b><u>Hourly</u></b> \$19.15 Special Education	06-12-17	06-15-17
*De La Paz, Diana	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Alondra	112-I	\$15.47	06-12-17	07-13-17
*Garcia, Nancy			112-V	\$18.87		
*Guerrero, Angie			312-VI	\$19.73**		
*Lara, Luis			112-V	\$18.87		
*Muniz, Gabriela			312-VI	\$19.73**		
*Palacios, Yadira			312-VI	\$19.73**		
*Quintero, Patricia			112-V	\$18.87		
*Soto, Edith			112-V	\$18.87 Special Education		
*Carrillo, Mayra	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Alondra	115-VI	\$20.61	06-12-17	07-13-17
*Hernandez, Arlene			115-VI	\$20.61		
*Meza, Charles			215-VI	\$21.07**		
*Pacheco, Ashley			215-VI	\$21.07**		
*Santillan, Stephanie			115-IV	\$19.33 Special Education		
*Macias, Alejandra	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Alondra	312-VI	\$19.73** LCAP	06-19-17	07-13-17
*Ramos, Diego	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Buena Vista	112-II	\$16.25 Special Education	06-12-17	07-20-17
*Trujillo, Leonor	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Hollydale	412-VI	\$19.84**	06-12-17	06-15-17
*Raygoza, Esther			112-III		06-13-17	06-15-17
*Romero, Yurinely	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Jackson	212-VI	\$19.61** Special Education	06-12-17	06-15-17

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment continued</b>						
*Cortez-Hernandez, Alma	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Lincoln	212-VI	<b>Hourly</b> \$19.61**	06-12-17	07-13-17
*De Leon, Susana			112-V	\$18.87		
*Estrada, Darlene			412-VI	\$19.84**		
*Lopez, Edith			112-I	\$19.15		
*Nunez, Gliselda			212-VI	\$19.61** Special Education		
*Carrillo, Margarita	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each, as needed	Lincoln	215-VI	\$21.07**	06-12-17	07-13-17
*Chang-Moreno, Andrew			115-I	\$16.67		
*Escobar, Tammy			215-VI	\$21.07**		
*Meza, Alexandra			115-III	\$18.40		
*Pineda, Cindy			115-III	\$18.40 Special Education		
*Chavez Cortez, Lizette	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Lincoln	112-II	\$16.25 LCAP	06-12-17	06-13-17
*Azua-Alvarez, Leonor			412-VI	\$19.84**		
*Magana, Debra	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Los Cerritos	412-VI	\$19.84**	06-12-17	07-13-17
*Medina, Samantha			112-III	\$17.08		
*Noriega, Yolanda			612-VI	\$20.07**		
*Promponsatorn, Ana			412-VI	\$19.84** Special Education		

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment</b> continued						
*Cabanas, Veronica	Instructional Assistant – SE/SH	Los Cerritos	115-VI	<b>Hourly</b> \$20.61	06-12-17	07-13-17
*Carnalla, Yasmin	NTE 27.5 hrs. per week each, as needed		215-VI	\$21.07**		
*Dominguez, Monica			215-VI	\$21.07**		
*Hernandez, Nancy			215-VI	\$21.07**		
*Lopez, Georgina			115-VI	\$20.61		
*Pacheco, Ruben			115-V	\$20.30		
*Perez, Maria			415-VI	\$21.30**		
				Special Education		
*Mejia, Jonathan	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Los Cerritos	212-VI	\$19.61** LCAP	06-19-17	07-16-17
*Ruiz Samayoa, Ana	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Paramount Park	112-V	\$18.87 Special Education	06-12-17	06-15-17
*Arellano, Maria	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Paramount High-Senior	512-VI	\$19.96**	06-12-17	07-20-17
*Collazo Valencia, Carina			212-VI	\$19.61**		
*Leavenworth, Kyle			112-I	\$15.47		
*Lizarraga, Jacqueline			112-III	\$17.08		
*Moran, Sara			112-VI	\$19.15		
*Mota, Natalie			112-IV	\$17.95		
*Vasquez, Raquel			112-III	\$17.08		
	Special Education					
*Hernandez, Luis	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each, as needed	Paramount High-Senior	115-III	\$18.40	06-12-17	07-20-17
*Marquez, Marcel			215-VI	\$21.07**		
*Perez, Leonel			315-VI	\$21.18**		
*Wright, Sharan			115-VI	\$20.61		
				Special Education		

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment</b> continued						
*Gomez, Daisy	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Paramount High-Senior	112-VI	<b>Hourly</b> \$19.15 LCAP	06-12-17	07-20-17
*Grace, Keelan	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Paramount High-West	112-VI	\$19.15	06-12-17	07-20-17
*Ravelo, Amy	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Paramount High-West	112-VI	\$19.15	06-12-17	07-20-17
*Lizarraga, Elizabeth	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Paramount High-West	112-III	\$17.08 Special Education	06-13-17	07-20-17
*Martinez, Martina	Instructional Assistant – SE/SH NTE 27.5 hrs. per week	Paramount High-West	115-V	\$20.30	06-12-17	07-20-17
*Xilonzochilt, Laura	Instructional Assistant – SE/SH NTE 27.5 hrs. per week each, as needed	Paramount High-West	215-VI	\$21.07** Special Education	06-12-17	07-20-17
*Abarca, Elizabeth	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	312-VI	\$19.73**	06-12-17	07-13-17
*De Joseph, Luz	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	512-VI	\$19.96**	06-12-17	07-13-17
*Haley, Laquette	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-V	\$18.87	06-12-17	07-13-17
*Hernandez, Gabriela	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	212-VI	\$19.61**	06-12-17	07-13-17
*Lozano-Vallejo, Lizette	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-II	\$16.25	06-12-17	07-13-17
*Pachecano-Fernandez, Lucero	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-II	\$16.25	06-12-17	07-13-17
*Salinas, Alessandra	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-I	\$15.47	06-12-17	07-13-17
*Sandoval, Evangeline	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-VI	\$19.15	06-12-17	07-13-17
*Soto, Laura	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-V	\$18.87 Special Education	06-12-17	07-13-17
*Martinez, Marlon	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Wirtz	112-I	\$15.47 LCAP	06-12-17	07-13-17

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Summer Assignment</u></b> continued						
*Quintero, Patricia	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week each, as needed	Zamboni	112-V	<b><u>Hourly</u></b> \$18.87	06-12-17	06-15-17
*Palacios, Yadira			312-VI	\$19.73**		
*Rios, Elizabeth			112-V	\$18.87 Special Education		
*Macias, Alejandra	Instructional Assistant – Sp. Ed. NTE 27.5 hrs. per week	Zamboni	312-VI	\$19.73** LCAP	06-12-17	06-15-17
<b><u>WORKING OUT OF CLASSIFICATION</u></b>						
*Rodriguez-Lamason, Patricia	Medi-Cal Administrative Activities Coordinator NTE 8 hrs. per day	Business Services	Sch. 2 209-I	<b><u>Monthly</u></b> \$6,431** Medi-Cal Program	07-01-16	06-30-17
*Barajas, Patricia	Administrative Assistant-Confidential NTE 8 hrs. per day	Human Resources	Sch. N 269-V	\$5,181** General Fund	04-19-17	07-19-17
Acevedo, Daniel	Lead Custodian NTE 8 hrs. per day	Operations	123-III	\$3,886 General Fund	05-22-17	05-26-17
*Awadallah, George	Lead Warehouse Worker/Delivery Driver NTE 8 hrs. per day	Operations	125-II	\$3,886 General Fund	05-19-17	06-02-17

\* Ratification

\*\* Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-19**  
**JUNE 26, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>LEAVE OF ABSENCE</u></b>					
Lemus, Beatriz Cynthia	Instructional Assistant - Sp. Ed.	Paramount High-West	Personal	06-05-17	06-09-17
<b><u>RESIGNATION</u></b>					
Garcia, John	Substitute Campus Security	District	Personal	06-02-17	
Goodman, Isaiah	Substitute Custodian	District	Personal	06-15-17	
Aguilar, Alejandra	Short Term Instructional Assistant – Sp. Ed.	Jackson	Personal	06-08-17	
Meraz, Amy	Short Term Instructional Assistant – Sp. Ed.	Jackson	Personal	06-09-17	
Munoz, Karla	Short Term Instructional Assistant – Sp. Ed.	Lincoln	Personal	06-08-17	
Mejia, Ashira	College Tutor	Paramount Park	Personal	06-09-17	
Parra, Veronica	PE/Locker Room Assistant	Zamboni	Personal	06-09-17	
<b><u>TERMINATION</u></b>					
Aceves, Sarahi	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	06-30-16	
Andrade, Angelica	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	09-30-16	
Andrade, Claudia	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	07-30-16	
Bravo, Joni	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	04-30-17	
Avila, Silvia	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	01-30-17	
Mitchell, Taylor	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	06-09-16	
Moreno, Gracie	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	06-09-16	

**PERSONNEL REPORT 16-19  
JUNE 26, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>TERMINATION</u></b> <u>continued</u>					
Nevarez, Kristine	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	09-30-16	
Ramos Meza, Norma	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	11-30-16	
Rios, Patricia	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	06-30-16	
Rosas Hernandez, Roxana	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	06-30-16	
Sierra, Jennifer	Substitute Nutrition Services Worker	Nutrition Services	End of Assignment	09-30-16	
Martinez, Sara	Substitute Noon Duty Aide	Paramount Park	End of Assignment	12-16-16	
Beckham, Alicia	PE/Locker Room Assistant	Paramount High-Senior	Per Education Code 45192	06-09-17	
Ramirez, Edgar	Substitute Noon Duty Aide	Wirtz	End of Assignment	12-16-16	

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** June 26, 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	EndtestPro Psychology, Inc.  PC17-1842	Consultant to provide an Independent Educational Evaluation for a psychoeducational assessment at District's expense.	Special Education  Requested by: Deborah Stark	July 1, 2017 through June 30, 2018	Not to exceed \$5,500 from Special Education funds
2	Sea Change Staffing  PC17-1843	Consultant Kay Cotter will provide coaching support and guidance to the new Director of Special Education during the 2017-18 school year. Two coaching sessions per month will be provided.	Special Education  Requested by: Deborah Stark	July 1, 2017 through June 1, 2018	Not to exceed \$7,650 from LCAP funds

**POLICY/ISSUE:**

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

**FISCAL IMPACT:**

As indicated above

**CONSENT ITEM: 3.1-C**

**STAFF RECOMMENDATION:**

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

**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:** June 26, 2017  
**SUBJECT:** Overnight and/or Out-of-County Study Trips

**BACKGROUND INFORMATION:**

The following overnight and/or out-of-county study trip is requested:

#	Site/Location	Description/ Participants	Site/ Requested by	Time Period	Cost/ Funding Source
1	Orange, CA	Paramount High School students will attend yearbook workshops to learn design of yearbook covers and bedsheets.  5 students and 1 chaperone	Paramount High School  Requested by: Damon Dragos	July 22-25, 2017	Cost of trip to be paid through Yearbook Club funds
2	Lake Arrowhead, CA	Paramount High School boys' and girls' cross country teams will travel to Lake Arrowhead to run in higher elevations and participate in team building activities.  22 students and 6 chaperones	Paramount High School  Requested by: Damon Dragos	August 6-11, 2017	Cost of trip to be paid through athlete sponsorships and club funds

**POLICY/ISSUE:**

Education Code, Section 35330 - Excursions and Field Trips  
 Board Policy 6153 - Instruction, School-Sponsored Trips

**FISCAL IMPACT:**

None

**CONSENT ITEM: 3.2-C**

**STAFF RECOMMENDATION:**

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

**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.

Itinerary for Paramount High School Students  
Orange, CA  
July 22-25, 2017

**Saturday, July 22, 2017**

8:00 a.m. Depart Paramount High School  
9:00 a.m. Arrive Chapman University, Orange  
11:00 a.m. Lunch  
1:00 p.m. Orientation  
2:00 p.m. Workshop  
5:15 p.m. Dinner  
7:00 p.m. Workshop  
9:15 p.m. Recreational activities  
12:00 p.m. Lights out

**Sunday, July 23, 2017**

7:15 a.m. Breakfast  
8:30 a.m. Workshop  
12:00 p.m. Lunch  
1:30 p.m. Workshop  
5:15 p.m. Dinner  
7:00 p.m. Workshop  
9:15 p.m. Recreational activities  
12:00 p.m. Lights out

**Monday, July 24, 2017**

7:15 a.m. Breakfast  
8:30 a.m. Workshop  
12:00 p.m. Lunch  
1:30 p.m. Workshop  
3:30 p.m. Theme presentation  
5:15 p.m. Dinner  
7:00 p.m. Complete theme packets  
8:00 p.m. Turn in theme packets  
8:30 p.m. Recreational activities  
12:00 p.m. Lights out

**Tuesday, July 25, 2017**

8:00 a.m. Breakfast  
9:00 a.m. Present theme packets to panel 1  
10:30 a.m. Photographer's showcase and wrap-up  
11:00 p.m. Awards  
12:00 p.m. Depart Chapman University, Orange  
1:00 p.m. Arrive at Paramount High School

Itinerary for Paramount High School  
Boys' and Girls' Cross Country Team  
Lake Arrowhead, CA – August 6-11, 2017

**Sunday, August 6, 2017**

7:00 a.m.	Depart from Paramount High School to Lake Arrowhead
9:00 a.m.	Arrive at Lake Arrowhead – morning run
12:00 p.m.	Check-in at Lake Arrowhead cabins
5:00 p.m.	Evening run
6:30 p.m.	Dinner and team meeting
10:00 p.m.	Lights out

**Monday, August 7, 2017**

6:00 a.m.	Morning run
8:00 a.m.	Breakfast
10:00 a.m.	Team meeting – guest speaker
12:00 p.m.	Lunch
1:30 p.m.	Visit local beach club for swimming
5:00 p.m.	Evening run
6:30 p.m.	Dinner and team meeting
10:00 p.m.	Lights out

**Tuesday, August 8, 2017**

6:00 a.m.	Morning run
8:00 a.m.	Breakfast
10:00 a.m.	Team meeting
12:00 p.m.	Visit Lake Arrowhead Village/lunch
5:00 p.m.	Evening run
6:30 p.m.	Dinner and team meeting
10:00 p.m.	Lights out

**Wednesday, August 9, 2017**

6:00 a.m.	Light Breakfast
7:00 a.m.	Drive to Rim of the World High School for team workout
9:30 a.m.	Breakfast
12:00 p.m.	Team meeting at the cabin
1:00 p.m.	Drive to local beach club for swimming/lunch
5:00 p.m.	Closing presentations/team awards
6:30 p.m.	Dinner
7:30 p.m.	Drive to village
10:00 p.m.	Lights out

**Thursday, August 10, 2017**

6:00 a.m. Morning run  
8:00 a.m. Breakfast  
10:00 a.m. Team meeting – guest speaker  
12:00 p.m. Lunch  
1:30 p.m. Visit beach club for swimming  
5:00 p.m. Evening run  
6:30 p.m. Dinner and team meeting  
10:00 p.m. Lights out

**Friday, August 11, 2017**

6:00 a.m. Team run on trails  
8:00 a.m. Breakfast  
12:00 p.m. Depart Lake Arrowhead  
2:00 p.m. Arrive at Paramount High School

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Purchase Order Report 16-19

## **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 – General Fund	\$	14,858.31
2. Authorized Orders – General Fund		38,630.90
3. Ratified Orders – LCAP		2,609.19
4. Authorized Orders – LCAP		31,022.59
	Subtotal \$	87,120.99
5. Ratified Orders (Under \$1,500)		27,396.16
<b>TOTAL OF ALL ORDERS</b>	<b>\$</b>	<b><u>114,517.15</u></b>

### **2017/2018**

1. Authorized Orders – Adult Education Fund	\$	16,715.28
2. Authorized Orders – Child Development Fund		6,461.00
3. Ratified Orders – General Fund		59,120.00
4. Authorized Orders – General Fund		3,648,118.75
5. Authorized Orders – LCAP		1,524,252.84
6. Ratified Orders – Student Nutrition Services		1,796.00
7. Authorized Orders – Student Nutrition Services		844,316.40
	Subtotal \$	6,100,780.27
8. Ratified Orders (Under \$1,500)		2,760.10
<b>TOTAL OF ALL ORDERS</b>	<b>\$</b>	<b><u>6,103,540.37</u></b>

**CONSENT ITEM: 4.1-C**

**POLICY/ISSUE:**

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - Purchasing Procedures

**FISCAL IMPACT:**

As indicated above

**STAFF RECOMMENDATION:**

Approve Purchase Order Report 16-19 authorizing the purchase of supplies, equipment, and services for the District.

**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**

**June 26, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
17-00186	QUALITY FENCE	Maintenance & Operations	Annual: fence repairs (increase from \$17,000 to \$26,000)	\$9,000.00 *
17-02898	E.D. SCREEN PRINTING	Alondra Middle School	Student incentives	\$2,381.63
17-02912	FOLLETT EDUCATIONAL SERVICES	Educational Services	Alondra: History textbooks (52) (Board adopted: 05/09/06)	\$2,854.93
17-02915	TEXTBOOK WAREHOUSE	Educational Services	Wirtz: Science workbooks (221) (Board adopted: 05/08/07)	\$1,867.94
17-02918	TEXTBOOK WAREHOUSE	Educational Services	Lincoln: Science workbooks (205) (Board adopted: 05/08/07)	\$1,732.66
17-02924	APPERSON PRINT MANAGEMENT SERVICES	Maintenance & Operations	Warehouse stock	\$6,870.50 *
17-02929	TALK TECHNOLOGIES	Jackson Middle School	Headset system for meeting translation services	\$6,407.00 *
17-02931	KIS COMPUTER CENTER	Paramount Park Middle School	Replacement batteries (50)	\$1,903.13
17-02938	VIRCO INC	Paramount High School West	Replacement table tops (8)	\$1,810.69
17-02942	CHILDREN'S HOSPITAL LOS ANGELES MEDICAL GROUP	Business Services	Professional services	\$8,680.00 *
17-02959	ETS - EDUCATIONAL TESTING SERVICE	Educational Services	Address student score cards (9644)	\$2,307.33
17-02966	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$7,673.40 *
<b>010 - General Fund - LCAP</b>				
17-02930	THE COLLEGE BOARD	Secondary Ed Services	SAT & ACT prep testing materials	\$31,022.59 *
17-02939	U. S. BANK	Maintenance & Operations	Drinking/water bottle refill stations (2)	\$2,609.19

\* 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**

**June 26, 2017**

**PURCHASE ORDER SUMMARY BY FUND**

**80 Purchase orders for a total of \$114,517.15**

<b>010 - General Fund</b>	To Be Authorized	\$38,630.90
	To Be Ratified Over \$1,500	\$14,858.31
	To Be Ratified Under \$1,500	\$27,253.98
	<b>Fund Total</b>	<b>\$80,743.19</b>
<b>010 - General Fund - LCAP</b>	To Be Authorized	\$31,022.59
	To Be Ratified Over \$1,500	\$2,609.19
	To Be Ratified Under \$1,500	\$142.18
	<b>Fund Total</b>	<b>\$33,773.96</b>

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**June 26, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
18-00184	KIS COMPUTER CENTER	Secondary Ed Services	Graphic design notebooks (6) & accessories	\$22,526.85 *
18-00186	NETOP	Technology	Annual: lab monitoring software for PHS West, Jackson, Paramount Park	\$1,770.00
18-00189	ADMINISTRATIVE SERVICES COOPERATIVE, INC	Maintenance & Operations	Annual: student transportation	\$1,795,000.00 *
18-00190	CYBERTEK	Technology	Annual: network hardware warranty	\$201,797.91 *
18-00192	BLACKBOARD CONNECT, INC.	Technology	Annual: parent communication & attendance calling system (Board approved: 04/24/09)	\$33,423.30 *
18-00193	GCR TRUCK TIRE CENTER INC.	Maintenance & Operations	Annual: replacement tires for transportation vans	\$4,000.00
18-00194	BELLFLOWER UNIFIED SCHOOL DISTRICT	Maintenance & Operations	Annual: fuel	\$100,000.00 *
18-00195	THE JANKOVICH COMPANY	Maintenance & Operations	Annual: diesel fuel	\$3,000.00
18-00196	FUTURE DESIGN COMMUNICATIONS	Technology	Annual: network cabling installation, repairs & supplies	\$12,000.00 *
18-00197	FIRST CALL BUSINESS SOLUTIONS	Maintenance & Operations	Annual: print shop supplies	\$2,500.00
18-00198	LINKEDIN	Technology	Annual: online training services	\$1,750.00
18-00200	NAPA AUTO PARTS	Maintenance & Operations	Annual: vehicle supplies	\$25,000.00 *
18-00201	VISTA PAINTS	Maintenance & Operations	Annual: paint supplies	\$20,000.00 *
18-00202	AMERICAN CITY PEST CONTROL, INC.	Maintenance & Operations	Annual: pest control services	\$6,000.00 *
18-00204	ADMIRAL PEST CONTROL INC.	Maintenance & Operations	Annual: pest control services	\$2,000.00
18-00205	MARX BROS. FIRE EXTINGUISHER COMPANY	Maintenance & Operations	Annual: fire extinguisher services & fire detection testing	\$24,000.00 *
18-00206	FIELDTURF USA, INC.	Maintenance & Operations	Annual: field maintenance of PHS athletic stadium turf	\$5,500.00 *
18-00207	ELESCO	Maintenance & Operations	Annual: emergency back-up lighting maintenance	\$4,800.00
18-00208	USA CARBURETOR'S AND AUTO REPAIR	Maintenance & Operations	Annual: vehicle repair services	\$10,000.00 *
18-00209	SMARDAN SUPPLY	Maintenance & Operations	Annual: plumbing supplies	\$18,000.00 *
18-00210	JK ELECTRONICS	Maintenance & Operations	Annual: electronic supplies	\$7,000.00 *
18-00211	AMERICAN RENTALS INC.	Maintenance & Operations	Annual: equipment rentals	\$6,500.00 *
18-00213	KIS COMPUTER CENTER	Technology	Annual: supplies, software, cables & parts	\$28,500.00 *
18-00215	STAPLES	Student Services	Annual: online ordering	\$3,500.00
18-00221	STAPLES	Wirtz Elementary School	Annual: online ordering	\$4,000.00
18-00222	SOUTHWEST SCHOOL & OFFICE SUPPLY	Wirtz Elementary School	Annual: online ordering	\$4,500.00

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

**Paramount Unified School District**  
**2017/2018**  
**Purchase Orders To Be Ratified and Authorized**  
**June 26, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
18-00223	RICOH PROFESSIONAL SERVICES	Maintenance & Operations	Annual: supplies & replacement parts for print shop	\$5,000.00 *
18-00224	COAST LINE EQUIPMENT	Maintenance & Operations	Annual: grounds equipment repair & preventative maintenance	\$10,000.00 *
18-00225	GARDENA NURSERY	Maintenance & Operations	Annual: grounds supplies	\$29,000.00 *
18-00236	STAPLES	Los Cerritos Elementary School	Annual: online ordering	\$4,900.00
18-00237	SOUTH BAY HEATING & AIR CONDITIONING INC	Maintenance & Operations	Annual purchase order: HVAC maintenance and repairs - Bid #1-13-14	\$269,000.00 *
18-00240	SCHWALM GENERATION INC.	Maintenance & Operations	Annual: service agreement for district office generator	\$1,500.00
18-00241	EXECUTIVE ELEVATOR, INC.	Maintenance & Operations	Annual: elevator monitoring	\$38,000.00 *
18-00242	SHOETERIA	Maintenance & Operations	Annual: safety shoes for CSP	\$2,000.00
18-00243	PYRO-COMM SYSTEMS	Maintenance & Operations	Annual: fire alarm monitoring	\$4,000.00
18-00244	NAPA AUTO PARTS	Maintenance & Operations	Annual: security vehicle supplies	\$4,000.00
18-00245	KDC SYSTEMS	Maintenance & Operations	Annual: security alarm repairs	\$7,500.00 *
18-00247	DOUGHBOYS SURPLUS	Maintenance & Operations	Annual: uniforms	\$2,800.00
18-00248	C & R SYSTEMS	Maintenance & Operations	Annual: security alarm monitoring & repairs	\$7,500.00 *
18-00249	SUPERIOR PROTECTION SERVICES	Maintenance & Operations	Annual: fuel for security vehicles	\$10,000.00 *
18-00250	STATEWIDE TRAFFIC SAFETY & SIGNS	Maintenance & Operations	Annual: traffic control sign supplies	\$3,200.00
18-00251	SUPERIOR PROTECTION SERVICES	Maintenance & Operations	Annual: patrol-security	\$437,750.00 *
18-00252	STANLEY CONVERGENT SECURITY SOLUTIONS	Maintenance & Operations	Annual: alarm monitoring	\$117,000.00 *
18-00253	STAPLES	K-5 Schools and Innovative Programs	Annual: online ordering	\$4,900.00
18-00254	RICOH PROFESSIONAL SERVICES	Maintenance & Operations	Annual: copier lease agreement (Board approved: 08/12/15)	\$402,120.69 *
<b>010 - General Fund - LCAP</b>				
18-00203	KEN PORTER AUCTIONS	Maintenance & Operations	Annual: equipment vehicle replacement	\$45,000.00 *
18-00212	SOUTH BAY HEATING & AIR CONDITIONING INC	Maintenance & Operations	Annual: replacement HVAC units (Bid # 1-13-14)	\$350,000.00 *
18-00226	KEN PORTER AUCTIONS	Maintenance & Operations	Annual: vehicle replacement	\$45,000.00 *
18-00238	KIS COMPUTER CENTER	K-5 Schools and Innovative Programs	Notebook chromebooks (41), charging stations (6), licenses (41) & supplies	\$25,252.84 *
18-00239	SOUTH BAY HEATING & AIR CONDITIONING INC	Maintenance & Operations	Replace HVAC units (55) various sites	\$559,000.00 *
18-00255	FC & SONS ROOFING INC.	Maintenance & Operations	Annual: roofing & gutter replacement	\$300,000.00 *

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

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**June 26, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund - LCAP</b>				
18-00256	3D CONCRETE	Maintenance & Operations	Annual: concrete repairs (Bid # 3-16-17)	\$200,000.00 *
<b>110 - Adult Education Fund</b>				
18-00254	RICOH PROFESSIONAL SERVICES	Maintenance & Operations	Annual: copier lease agreement (Board approved: 08/12/15)	\$16,715.28 *
<b>120 - Child Development Fund</b>				
18-00254	RICOH PROFESSIONAL SERVICES	Maintenance & Operations	Annual: copier lease agreement (Board approved: 08/12/15)	\$6,461.00 *
<b>130 - Cafeteria Fund</b>				
18-00043	SUNRISE PRODUCE COMPANY	Nutrition Services	Annual: food purchases	\$500,000.00 *
18-00227	VYKOM CORPORATION	Nutrition Services	Annual: food purchases	\$140,000.00 *
18-00228	ROMERO'S FOOD PRODUCTS, INC	Nutrition Services	Annual: food purchases	\$30,000.00 *
18-00229	STATE OF CALIFORNIA OFFICE OF FOOD DIST.	Nutrition Services	Annual: food commodities	\$25,000.00 *
18-00230	DON MILLER & ASSOCIATES	Nutrition Services	Annual: cafeteria aprons & hats	\$8,000.00 *
18-00231	ADMIRAL PEST CONTROL INC.	Nutrition Services	Annual: pest control services	\$9,000.00 *
18-00232	FOOD SAFETY SYSTEMS	Nutrition Services	Annual: food services sanitation	\$62,000.00 *
18-00233	SOUTH BAY HEATING & AIR CONDITIONING INC	Nutrition Services	Annual: equipment repair	\$57,000.00 *
18-00234	COCA-COLA REFRESHMENTS	Nutrition Services	Annual: canned beverages	\$1,796.00
18-00254	RICOH PROFESSIONAL SERVICES	Maintenance & Operations	Annual: copier lease agreement (Board approved: 08/12/15)	\$13,316.40 *

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

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**June 26, 2017**

**PURCHASE ORDER SUMMARY BY FUND**

65 Purchase orders for a total of **\$6,103,540.37**

<b>010 - General Fund</b>	To Be Authorized	\$3,648,118.75
	To Be Ratified Over \$1,500	\$59,120.00
	To Be Ratified Under \$1,500	\$2,760.10
	<b>Fund Total</b>	<b>\$3,709,998.85</b>
<b>010 - General Fund - LCAP</b>	To Be Authorized	\$1,524,252.84
	<b>Fund Total</b>	<b>\$1,524,252.84</b>
<b>110 - Adult Education Fund</b>	To Be Authorized	\$16,715.28
	<b>Fund Total</b>	<b>\$16,715.28</b>
<b>120 - Child Development Fund</b>	To Be Authorized	\$6,461.00
	<b>Fund Total</b>	<b>\$6,461.00</b>
<b>130 - Cafeteria Fund</b>	To Be Authorized	\$844,316.40
	To Be Ratified Over \$1,500	\$1,796.00
	<b>Fund Total</b>	<b>\$846,112.40</b>

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Warrants for the Month of May 2017

## **BACKGROUND INFORMATION**

The following warrants were issued during the month of May:

<b>FUNDS</b>	<b>REGISTER NO.</b>		<b>AMOUNT</b>
<b><u>GENERAL FUND (01)</u></b>			
Certificated Salaries	C1J/132	\$	7,210,644.94
Classified Salaries	118/H1U	\$	2,843,273.66
Commercial Warrants	23757876/23830894	\$	2,658,180.12
TOTAL GENERAL FUND		\$	<u>12,712,098.72</u>
<b><u>ADULT EDUCATION FUND (11)</u></b>			
Certificated Salaries	C1J/132	\$	106,501.83
Classified Salaries	E4T/H1U	\$	47,183.55
Commercial Warrants	23757876/23830894	\$	345,225.98
TOTAL ADULT EDUCATION FUND		\$	<u>498,911.36</u>
<b><u>CHILD DEVELOPMENT FUND (12)</u></b>			
Certificated Salaries	C1J/C5J	\$	62,494.21
Classified Salaries	E4T/H1U	\$	59,566.56
Commercial Warrants	23757876/23830894	\$	2,383.61
TOTAL CHILD DEVELOPMENT		\$	<u>124,444.38</u>
<b><u>BUILDING (BOND) FUND (21)</u></b>			
Commercial Warrants	23757876/23830894	\$	83,321.05
TOTAL BUILDING (BOND) FUND		\$	<u>83,321.05</u>
<b><u>CAPITAL FACILITIES FUND (25)</u></b>			
Classified Salaries		\$	
Commercial Warrants	23757876/23830894	\$	12,816.31
TOTAL CAPITAL FACILITIES FUND		\$	<u>12,816.31</u>
<b><u>SCHOOL FACILITIES FUND (35)</u></b>			

**CONSENT ITEM: 4.2-C**

Commercial Warrants	23757876/23830894	\$	0.00
TOTAL SCHOOL FACILITIES FUND		\$	0.00
<b><u>CAFETERIA FUND (13)</u></b>			
Classified Salaries	E4T/H1U	\$	305,454.46
Commercial Warrants	23757876/23830894	\$	406,907.11
TOTAL CAFETERIA FUND		\$	712,361.57
<b><u>SELF-INSURANCE FUND - H &amp; W (67.0)</u></b>			
Commercial Warrants	23757876/23830894	\$	305.00
TOTAL SELF-INSURANCE FUND - H & W		\$	305.00
<b><u>SELF-INSURANCE FUND - Workers' Comp (67.1)</u></b>			
Commercial Warrants	23757876/23830894	\$	0.00
TOTAL SELF-INSURANCE FUND - Workers' Comp		\$	0.00
<b><u>SELF-INSURANCE FUND - Early Retirees (67.2)</u></b>			
Commercial Warrants	23757876/23830894	\$	4,078.08
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	4,078.08
<b><u>REVOLVING CASH FUND</u></b>			
Commercial Warrants	9304/9398	\$	61,875.90
TOTAL REVOLVING CASH FUND		\$	61,875.90
<b>TOTAL WARRANTS ALL FUNDS</b>		<b>\$</b>	<b>14,210,212.37</b>

**POLICY/ISSUE:**

Education Code, Section 42643 - Keeping a Register of Warrants Open to Public Inspection Required  
Board Policy 3326.1 - Warrants

**FISCAL IMPACT:**

As shown above

**STAFF RECOMMENDATION:**

Approve warrants for all funds through May with a total of \$14,210,212.37.

**PREPARED BY:**

Patricia Tu, Director-Fiscal Services

**DISTRICT PRIORITY 9:**

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

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 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 \$2,000.00 from Jefferson School PTA. This donation will be designated for the students of Jefferson School to support a fifth-grade Knott's Berry Farm field trip.
2. The District received a donation totaling \$509.66 from Lifetouch National School Studios. This donation will be designated for students of Collins School to support student incentives and academic programs.

For the current 2016-17 fiscal year through June 26, 2017, the District has received an estimated total, which includes the above amounts, of \$41,948.10 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: 4.3-C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Consultant 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 contract services are requested:

	Consultant	Services to be Provided/ Audience	Site/ Requested for	Time Period	Cost/ Funding Source
1	School Innovations & Achievement  PC 17-1845	Provide services related to the Mandate Reimbursement Program, as well as an assessment of compliance practices in place related to the Mandated Block Grant Program	Business Services  Requested by: Ruben Frutos	July 1, 2017 through June 30, 2019	Not to exceed \$18,000 for 2017-18, \$18,000 for 2018-19, and \$18,000 for 2019-20, from General Funds
2	Alvarez & Associates  PC-17-1844	Security services and investigations	Operations  Requested by: Daniel Aguilar	July 1, 2017 through June 30, 2018	Not to exceed \$5,000 from General Funds

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

As indicated above

**STAFF RECOMMENDATION:**

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

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**CONSENT ITEM: 4.4-C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Professional Activities Report 16-12

**BACKGROUND INFORMATION:**

The professional activity requested below received budget clearance and was signed by the appropriate District administrators prior to submittal. This is an out-of-state conference and awards reception, and Board approval is required for this professional activity.

Assistant Superintendent Ruben Frutos will attend the 2017 Center for Educational Leadership (CEL) Summer Leadership Institute in Seattle, Washington, July 18 through 20, 2017. The focus will deepen the knowledge of hands-on instructional leadership tools and will provide practical strategies to be utilized with our school teams. It will provide insight for transforming traditional professional learning with the ultimate goal of providing equity for all students.

**POLICY/ISSUE:**

Board Policy 4231.1 – Conferences  
Board Policy 4233 – Travel; Reimbursement

**FISCAL IMPACT:**

\$2,739.00 from Business Services Department funds

**STAFF RECOMMENDATION:**

Approve the Professional Activities Report 16-12 for Assistant Superintendent Ruben Frutos' attendance at an out-of-state conference.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 5:**

Increase and promote team building and staff involvement in decision making throughout the District.

**CONSENT ITEM: 4.5-C**



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent–Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Local Control Accountability Plan, 2017-2020

## **BACKGROUND INFORMATION:**

On June 12, 2017 a public hearing was held on the Local Control Accountability Plan (LCAP) which outlines how the District will use Local Control Funding Formula (LCFF) funds to meet the needs of students over the next three years.

The draft LCAP was posted on the Paramount Unified School District website for review and comment. The final version of the LCAP reflects input from the LCAP Committee and stakeholder groups. An Annual Update to assess the effectiveness of the actions taken in 2016-17 is included in the plan.

Upon approval by the Board of Education the plan will be submitted electronically to Los Angeles County Office of Education by June 30, 2017. The final LCAP will be posted on the District website.

## **POLICY/ISSUE:**

Education Code Section 52060-52077(8)(g)

## **FISCAL IMPACT:**

LCFF funding will increase the General fund in 2017-2018 by \$55,452,881 which includes Base funds and Supplemental and Concentration funds.

## **STAFF RECOMMENDATION:**

Approve the Local Control Accountability Plan, 2017-2020 for submission to Los Angeles County Office of Education.

## **PREPARED BY:**

Deborah Stark, Assistant Superintendent – Educational 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.

**ACTION ITEM: 3.1-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Resolution 16-36, Local Agreement for Child Development Services for the California State Preschool Program, 2017-18

## **BACKGROUND INFORMATION:**

The District annually renews its contract with the California Department of Education to continue to provide State Preschool services. Contract CSPP-7237 is for services at Alondra, Collins, Gaines, Hollydale, Keppel, Mokler, Wirtz (Jackson), and Zamboni sites for the 2017-18 school year. Full-day preschool will be provided at Gaines State Preschool only. These sites will collectively provide daily classes for approximately 450 preschool students to prepare for kindergarten. Priority admission is given to children and families with lower per capita income. The District is reimbursed at a maximum rate of \$40.45 per child per full day.

## **POLICY/ISSUE:**

Board Policy 3230 - Categorical Funds

## **FISCAL IMPACT:**

Income of up to \$2,296,897 to restricted funds

## **STAFF RECOMMENDATION:**

Adopt Resolution 16-36, the California State Preschool Contract for full and part-day preschool services provided at Alondra, Collins, Gaines, Hollydale, Keppel, Mokler, Wirtz (Jackson), and Zamboni sites for the 2017-18 school year.

## **PREPARED BY:**

Elida Garcia, Director - Early Childhood Education 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

## RESOLUTION 16-36

BE IT RESOLVED that the Governing Board of Paramount Unified School District authorizes entering into local agreement number CSPP-7237 and that the person who is listed below, is authorized to sign the transaction for the Governing Board.

The person listed below subject to availability:

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Deborah Stark	Assistant Superintendent - Educational Services	_____
Ruben Frutos	Assistant Superintendent - Business Services	_____

PASSED AND ADOPTED THIS 26<sup>th</sup> day of June, 2017 by the Governing Board of Paramount Unified School District of Los Angeles County, California.

I, Linda Garcia, President of the Governing Board of Paramount Unified School District, of Los Angeles County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at the June 26, 2017 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Consolidated Application for Funding Categorical Aid Programs

## **BACKGROUND INFORMATION:**

The Consolidated Application must be submitted to the California Department of Education to receive funds for federal categorical programs. The application will be submitted online through the web-based Consolidated Application Reporting System. The 2017-18 application for funding includes participation in federal programs, including:

Federal Programs	Purpose
Title I, Part A (Basic)	Provide a fair, equitable and high-quality education and close achievement gaps
Title II, Part A, Supporting Effective Instruction	Preparing, training, and recruiting high quality teachers, principals, and other school leaders
Title III, Part A, English Learner	English language acquisition, language enhancement, and academic achievement

## **POLICY/ISSUE:**

Board Policy 3230 - Categorical Funds

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Approve submission of the Consolidated Application for Funding Categorical Aid Programs to the California Department of Education for the 2017-18 school year.

## **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

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Nonpublic, Nonsectarian School/Agency Services Annual Master Contracts for Special Education Students, 2017-18 School Year

## **BACKGROUND INFORMATION:**

To facilitate appropriate educational progress, some special education students require programs not available in the District. These students are placed in nonpublic schools (NPS), which provide the necessary programs and services. The District contracts on an as-needed basis or annually for services based on needs identified through the Individual Education Plan (IEP) process. A master contract will be submitted for each of the following NPS's under separate cover:

School	Location
Center for Learning Unlimited	Torrance
Del Sol School	Cypress
Echo Horizon School	Culver City
Epiphany Academy	Compton
Hawthorne Academy	Hawthorne
John Tracy Clinic	Los Angeles
Olive Crest Academy	Santa Ana
Rossier Park School	Buena Park and Orange
Spectrum Center	Bellflower
Speech and Language Development Center	Buena Park
The Help Group	Culver City

## **POLICY/ISSUE:**

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

Education Code 59300 – Cost to District of Pupils Attending a State-Operated School

## **FISCAL IMPACT:**

Approximately \$1,712,000 from Special Education funds and \$690,300 from Mental Health Funds.

**ACTION ITEM: 3.4-A**

**STAFF RECOMMENDATION:**

Approve the Nonpublic, Nonsectarian School/Agency Services Annual Master Contracts for the placement of Special Education students in nonpublic schools, as determined by the students' Individual Education Plan for the 2017-18 school year.

**PREPARED BY:**

Deborah Stark, Assistant Superintendent –Educational 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:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Nonpublic School Placements for Special Education Students,  
2017-18 School Year

## **BACKGROUND INFORMATION:**

To facilitate appropriate educational progress, some special education students require programs not available in the District. These students are placed in nonpublic schools (NPS), which provide the necessary programs and services.

### Center for Learning Unlimited, Inc. in Torrance, CA

A high school student (2008002470) with a diagnosis of autism currently attends Center for Learning Unlimited, Inc. The IEP team recommends continued placement with designated instructional services (DIS) counseling and speech services as the least restrictive environment. The estimated cost not to exceed \$46,000.

Costs for Center for Learning Unlimited, Inc. placements are estimated not to exceed \$46,000 for the 2017-18 school year.

### Del Sol School in Cypress, CA

A high school student (2004003509) with a diagnosis of autism, aggressive behaviors and severe socialization difficulties currently attends Del Sol School. The IEP team recommends continued placement with behavior intervention and development (BID), psychological and speech services as the least restrictive environment. Estimated cost not to exceed \$83,000.

Costs for Del Sol School placements are estimated not to exceed \$83,000 for the 2017-18 school year.

### Echo Horizon School in Culver City, CA

An elementary school student (2011003209) with a diagnosis of deaf and hard of hearing currently attends Echo Horizon School. The IEP team recommends continued placement as the least restrictive environment. The estimated cost not to exceed \$27,000.

An elementary school student (2012002533) with a diagnosis of deaf and hard of hearing currently attends Echo Horizon School. The IEP team recommends continued placement as the least restrictive environment. The estimated cost not to exceed \$27,000.

Echo Horizon School placements are estimated not to exceed \$54,000 for the 2017-18 school year.

**ACTION ITEM: 3.5-A**

#### Epiphany Academy in Compton, CA

A high school student (2016002535) with a diagnosis of emotional disturbance currently attends Epiphany Academy. The IEP team recommends continued placement with DIS counseling and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$50,000.

A high school student (2005001838) with a diagnosis of specific learning disability currently attends Epiphany Academy. The IEP team recommends continued placement with DIS counseling and speech services as the least restrictive environment. The estimated cost not to exceed \$33,000.

Epiphany Academy placements are estimated not to exceed \$83,000 for the 2017-18 school year.

#### Hawthorne Academy in Hawthorne, CA

A high school student (2016002026) with a diagnosis of autism currently attends Hawthorne Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$41,000.

Hawthorne Academy placements are estimated not to exceed \$41,000 for the 2017-18 school year.

#### John Tracy Clinic in Los Angeles, CA

An elementary school student (2014002486) with a diagnosis of deaf and hard of hearing currently attends John Tracy Clinic. The IEP team recommends continued placement with auditory verbal therapy as the least restrictive environment. The estimated cost for this placement not exceed \$33,000.

John Tracy Clinic placements are estimated not to exceed \$33,000 for the 2017-18 school year.

#### Olive Crest Academy in Santa Ana, CA

A middle school student (2012002630) with a diagnosis of other health impairment currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A middle school student (2010003308) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A middle school student (2015002655) with a diagnosis of other health impairment currently attends Olive Crest Academy. The IEP team recommends

continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A middle school student (2012001018) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$90,000.

An elementary school student (2014001057) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

An elementary school student (2016002482) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A middle school student (2016002286) with a diagnosis of specific learning disability currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

An elementary school student (2015002652) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A high school student (2009003281) with a diagnosis of other health impairment currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling and speech services as the least restrictive environment. The estimated cost not to exceed \$49,000.

A middle school student (2011000302) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A high school student (2010004575) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A middle school student (2010005011) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends

continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

A high school student (2015002968) with a diagnosis of specific learning disability currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling and speech services as the least restrictive environment. The estimated cost not to exceed \$49,600.

A high school student (2009000437) with a diagnosis of emotional disturbance currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

An elementary school student (2014001119) with a diagnosis of other health impairment currently attends Olive Crest Academy. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$48,000.

Olive Crest Academy placements are estimated not to exceed \$764,600 for the 2017-18 school year.

#### Rossier Park School in Buena Park and Orange, CA

An elementary school student (2016000370) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$46,800.

A high school student (2003001570) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$41,800.

A high school student (2006001496) with a diagnosis of autism currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$41,800.

A high school student (2012002196) with a diagnosis of other health impairment currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2015003363) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2012002531) with a diagnosis of other health impairment currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A middle school student (2011002403) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$47,000.

An elementary school student (2011003142) with a diagnosis of other health impairment currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$47,000.

An elementary school student (2014002345) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$47,000.

A high school student (2009003538) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2010004909) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2006000445) with a diagnosis of intellectual disability currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling, speech services and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$73,000.

A high school student (2005002345) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling and speech services as the least restrictive environment. The estimated cost not to exceed \$48,500.

An elementary school student (2011002848) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$47,000.

A middle school student (2015003139) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2014003011) with a diagnosis of emotional disturbance currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2010005042) with a diagnosis of specific learning disability currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

A high school student (2013001895) with a diagnosis of specific learning disability currently attends Rossier Park School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$43,000.

Costs for Rossier Park School in Buena Park and Orange placements are estimated not to exceed \$826,900 for the 2017-18 school year.

#### Spectrum Center, Inc. in Downey, CA

An elementary school student (2015003236) with a diagnosis of emotional disturbance currently attends Spectrum Center School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$34,000.

An elementary school student (2016002807) with a diagnosis of emotional disturbance currently attends Spectrum Center School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$34,000.

An elementary school student (2016002188) with a diagnosis of other health impairment currently attends Spectrum Center School. The IEP team recommends continued placement with DIS counseling as the least restrictive environment. The estimated cost not to exceed \$34,000.

Costs for Spectrum Center School in Downey placements are estimated not to exceed \$102,000 for the 2017-18 school year.

#### Speech and Language Development Center in Buena Park, CA

A middle school student (2012002362) with a diagnosis of autism currently attends Speech and Language Development Center. The IEP team recommends continued placement with DIS counseling, speech services, behavior

intervention services and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$71,500.

An elementary school student (2010005022) with a diagnosis of autism currently attends Speech and Language Development Center. The IEP team recommends continued placement with DIS counseling, speech services, occupational therapy services and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$75,400.

A middle school student (2009002105) with a diagnosis of intellectual disability currently attends Speech and Language Development Center. The IEP team recommends continued placement with DIS counseling, adaptive physical education and speech services as the least restrictive environment. The estimated cost not to exceed \$54,300.

An elementary school student (2016001588) with a diagnosis of autism currently attends Speech and Language Development Center. The IEP team recommends continued placement with DIS counseling, speech services, occupational therapy services and a 1:1 aide as the least restrictive environment. The estimated cost not to exceed \$72,200.

Costs for Speech and language Development Center in Buena Park placements are estimated not to exceed \$273,400 for the 2017-18 school year.

The Help Group (THG West) in Los Angeles, CA

A middle school student (2016002468) with a diagnosis of intellectual disability currently attends The Help Group. The IEP team recommends continued placement with occupational therapy and speech services as the least restrictive environment. The estimated cost not to exceed \$44,000.

A high school student (2010003091) with a diagnosis of autism currently attends The Help Group. The IEP team recommends continued placement with DIS counseling, speech services and educationally related mental health services as the least restrictive environment. The estimated cost not to exceed \$52,400.

Costs for The Help Group in Los Angeles placements are estimated not to exceed \$96,400 for the 2017-18 school year.

**POLICY/ISSUE:**

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

Education Code 59300 – Cost to District of Pupils Attending a State-Operated School

**FISCAL IMPACT:**

Approximately \$1,712,000 from Special Education Funds and \$691,300 from Mental Health Funds.

**STAFF RECOMMENDATION:**

Approve the funds for the placement of special education students in nonpublic schools, as determined by students' Individual Education Plans for the 2017-18 school year.

**PREPARED BY:**

Deborah Stark, Assistant Superintendent – Educational 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:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Physical Education Exemption for High School Students

## **BACKGROUND INFORMATION:**

All high school students are required to complete two years of physical education courses in order to graduate from high school. In addition to the graduation requirement, students are also required to attend physical education courses for at least 400 minutes each 10 school days unless they receive an exemption. The exemption does not release students from taking the two years of required physical education courses for graduation.

School districts may exercise two types of exemptions to allow students to take elective courses including CTE courses, AP courses, and other A-G required courses.

- A *two-year* exemption which allows students to be exempt from physical education courses for any two years during grades 10-12 provided the student has satisfactorily met at least five of the six standards of the Physical Fitness Test (PFT) in grade 9.
- A *permanent* exemption to excuse students from courses in physical education if the student is 16 years of age or older as of the first academic school day in grade 11 and has been enrolled in grade 10 for one academic year of longer.

The students on the attached list, distinguished by identification numbers, may be exempted from taking a physical education course as they have met the criteria for one of the two exemption options described above.

Approximately 50% of grade 9 students pass the PFT, which qualifies them for a two-year exemption. Students who qualified for the permanent exemption are entering grades 11 and 12 in the fall of 2017. See chart below.

Exemption	Total students who qualify for Physical Education Exemption
Two-year	508
Permanent	1993
Total	2501

**ACTION ITEM: 3.6-A**

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Approve physical education course exemptions for students who meet the criteria for either the Two-year exemption or the Permanent exemption.

**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.

High School Students Who Qualify for Physical Education Exemption 2017-18			
2007000694	2007001674	2014000774	2006001511
2012002279	2016000948	2016001084	2006000178
2007001040	2008002563	2012000667	2006000650
2016001019	2015002224	2005001593	2015001745
2016000918	2016001787	2005001009	2016000729
2007001427	2008002122	2006000174	2006001172
2013000754	2011002817	2006000359	2015001902
2016001330	2016001693	2006001513	2005001314
2016001592	2008002962	2012001668	2005002245
2007000168	2005001285	2005003747	2006000949
2016000906	2015001716	2006003554	2005000610
2014001583	2013002676	2005001241	2015001574
2010002174	2007001989	2009002142	2011001507
2007001295	2006000965	2005001817	2004003111
2007000101	2004002978	2005001286	2005004197
2014001280	2015002724	2011002755	2005001208
2007000102	2005001355	2006001163	2016000839
2007000856	2014002428	2005000603	2015001923
2016000781	2015002737	2005001467	2014001635
2007000493	2006000437	2008000163	2006001328
2012001024	2006000385	2005001515	2009002451
2007001773	2006001295	2013002169	2006002512
2007000884	2005002119	2005001945	2010003527
2007001000	2007001775	2009002797	2012001921
2016001049	2013002041	2008002586	2006003392
2007000987	2010004456	2014001696	2016002708
2013002398	2009003356	2010004544	2005001180
2016001020	2012002171	2011001691	2015001522
2007000346	2009003355	2008001117	2005001394
2007000875	2005001423	2013002848	2006000563
2016001532	2005001407	2005001954	2006000782
2007000522	2005001620	2006001232	2010003809
2013001979	2007002047	2006001687	2012002634
2016001341	2006001233	2005002995	2010004532
2008001571	2011001019	2005001539	2011002399
2016002518	2013002116	2005001177	2012000692
2014002274	2011000873	2007000857	2015002406
2011002687	2006000157	2006001556	2013002133
2007001505	2013002131	2008000903	2010003761
2007001199	2007001563	2013002134	2012002391

2007000154	2007001886	2005000563	2015003076
2016001169	2006000294	2005002223	2013001424
2007000348	2010004183	2005001311	2006000392
2016001654	2005000613	2005000500	2011002170
2007000352	2006000192	2015001965	2007001252
2007001650	2014002348	2006000228	2012001172
2007001107	2015003119	2014001779	2006002537
2012002392	2007001277	2011002711	2006000877
2007000663	2013002805	2014001020	2005001714
2013002142	2005001151	2009003719	2006000106
2007000177	2006000653	2007001251	2010004521
2007000457	2006002002	2014001693	2005000320
2016001010	2004000605	2006002098	2010004355
2007000351	2005001287	2010004577	2006000652
2007003040	2008002922	2013000142	2009001923
2007000354	2006000876	2014001229	2005004356
2007000200	2011001016	2005001217	2005001182
2011001822	2006000155	2006003048	2010002443
2007000588	2006002363	2005001665	2013001834
2007000136	2006001158	2012001673	2005001033
2013001988	2012001345	2012002045	2005001049
2007000645	2005001223	2009003068	2015001096
2012000925	2006000514	2006001213	2006001783
2013001528	2006000135	2006003022	2005001021
2012002468	2006001622	2006000297	2006000330
2007000860	2014000388	2004003641	2006000509
2014002573	2008000488	2009000905	2011001559
2007000521	2012001393	2015003045	2006000853
2007000754	2011001005	2007002221	2015002285
2016000905	2015001938	2006002070	2006001031
2010003926	2015001956	2004003018	2014000792
2007000274	2005002669	2012002482	2012002038
2009003574	2011001976	2005001008	2006001105
2013000695	2006000654	2005001195	2012001311
2008002832	2005001294	2005001560	2009001339
2011002359	2005000256	2005002309	2005003684
2007000668	2006000434	2005001224	2011001430
2007001493	2006001082	2006000293	2007003052
2007000162	2010003391	2008000786	2006000413
2011002540	2014001093	2016002673	2009001949
2007000972	2016001443	2005001700	2012001167

2007000662	2007001641	2006001674	2005003841
2016000778	2011001252	2011002145	2005002140
2009003249	2007002842	2009001982	2011001534
2007000374	2012001468	2014001863	2015001833
2015001331	2005001347	2008000993	2004003112
2012002028	2016001259	2005001032	2005001028
2016000771	2012002566	2005000119	2005001342
2016000806	2004002984	2012002147	2011002538
2016001540	2014002052	2015002700	2016001969
2007000607	2007002764	2006000467	2006000968
2009002478	2014002051	2006001260	2006000999
2007001187	2015001827	2012002339	2005001493
2007000767	2012001298	2016000767	2006001097
2014000824	2006000797	2006000798	2006003149
2007002472	2009000790	2005001894	2006000695
2013000702	2005002247	2007002412	2005003316
2007000328	2013002135	2005002297	2015001871
2007000895	2005001424	2005002531	2006000216
2009003037	2014001688	2013002526	2005001434
2015002097	2003001988	2006000533	2005002160
2014001045	2005001154	2005000230	2014001230
2011001850	2016002503	2006000857	2015002205
2007000637	2015001858	2005000127	2012000461
2015003308	2008002674	2012001570	2008001921
2009002860	2012000619	2005001181	2014001364
2013001035	2006000622	2013001627	2007000898
2007003334	2012001649	2009002741	2005001716
2010004874	2012000785	2006000507	2014001309
2014002070	2016001442	2009002440	2012001572
2016002119	2010004198	2005001562	2006000420
2016000922	2006000383	2005002201	2012000706
2007001814	2006000662	2015003105	2010003701
2007000616	2006000207	2006001733	2010004118
2008002205	2005001452	2006000175	2014002758
2007000978	2004001268	2006000901	2010005132
2006001449	2005001737	2004001559	2006000429
2013001190	2016002470	2006000940	2007001823
2007000174	2005000170	2011000868	2006002445
2009003464	2006002053	2008003117	2010003295
2007001147	2010004239	2011000955	2005001291
2007000380	2010004238	2009001731	2011000069

2007000837	2014001442	2005001331	2006001252
2009002857	2015002512	2014001949	2009003077
2016001985	2006000711	2010004170	2009002024
2008001731	2006000618	2006000319	2006001041
2007001050	2015002321	2006003026	2005000549
2012002370	2010004046	2005001408	2007000864
2010005178	2006001009	2010003480	2015002199
2016001539	2005002831	2016001082	2006000761
2008003273	2006000532	2005001481	2006001198
2010003208	2014001327	2008001917	2015002215
2007000299	2004002989	2015001187	2006000380
2009000908	2007000427	2012001303	2010003510
2007000385	2009002293	2011002676	2005002566
2008003154	2005001274	2016002069	2015002283
2007000391	2010003190	2012002372	2014002196
2007000310	2013000248	2007002881	2006000243
2007000260	2005001464	2016002598	2014002241
2007000186	2006000534	2007000618	2016001161
2009002845	2005000800	2005001704	2009002931
2014001038	2005000701	2016000841	2006000232
2007000738	2016001836	2015002914	2005002209
2010002956	2014001029	2015001660	2005000560
2007003102	2010004746	2011002585	2011001510
2009003546	2014001869	2015002908	2011000958
2016001594	2015002454	2006002873	2006000928
2007000763	2005002147	2014001689	2007002550
2007000153	2005002211	2006003324	2013000150
2007000139	2005002369	2005001419	2006002870
2011002025	2015001905	2007003417	2013001823
2013001999	2007002103	2010004809	2013001818
2007001041	2006000995	2014000758	2011002037
2013000788	2006001166	2014001755	2010004949
2007001351	2005001308	2016001385	2012001158
2007000793	2016002736	2014001240	2005000330
2007000647	2005001818	2014002926	2005001315
2007001297	2005001549	2006000116	2006000184
2009002314	2014001548	2005002118	2006000183
2007002036	2015002356	2006000107	2006000377
2009002386	2016001794	2013001087	2004003011
2007000262	2005003247	2016001165	2006002751
2016001100	2006000290	2006002422	2006001255

2007000198	2006002161	2013003016	2005001263
2016000912	2005002025	2006001145	2005001451
2007000288	2005003557	2005000247	2005001410
2013002025	2005003699	2005001127	2005001521
2007001111	2005002357	2012000717	2005001630
2013001639	2008000820	2005002144	2014001452
2007001602	2005001474	2005001356	2008002906
2007000665	2013003088	2007000952	2014001236
2013000554	2014001303	2006000281	2015001904
2010004654	2005002289	2015001540	2006001741
2007001188	2005001450	2011000289	2005000340
2008002272	2005001015	2010005040	2014002081
2008000725	2016000998	2008001653	2014001142
2013000854	2014002918	2008001652	2016001416
2007000235	2012001867	2007000642	2015001835
2007000585	2004002990	2005001295	2008001208
2013002472	2013002775	2006001355	2005001606
2007000497	2008002834	2005001883	2007002053
2007000564	2005002251	2007002297	2005002188
2007000492	2006000386	2016001731	2006000536
2007001245	2005001930	2005001806	2006000649
2009003455	2010004711	2006001318	2007000576
2007002849	2006000164	2014001695	2006001422
2009003312	2011000068	2006001619	2006000976
2013001955	2013002490	2006000432	2006000214
2013001928	2007000863	2014001304	2008002502
2016001270	2005001349	2015002568	2006002200
2007000981	2005002487	2013000185	2006002000
2009001734	2006002916	2016001798	2005001280
2006003410	2005001390	2006000799	2005002222
2007000648	2007002485	2008002868	2007003414
2008002493	2005001553	2014001024	2005002214
2007000635	2006003473	2007001303	2012001670
2007000366	2005000240	2005001526	2015002333
2010003714	2005001361	2006001423	2006001344
2016002414	2005000109	2005001800	2005001727
2009002433	2013003025	2005000569	2006000296
2009002435	2006000550	2015003324	2006000775
2015002588	2015002258	2006000814	2015001781
2013002891	2005001098	2011000699	2005000120
2014002202	2012000649	2012000617	2006001165

2010004561	2005001445	2014000546	2004000459
2016001047	2006001036	2015001967	2011000188
2016002258	2007003283	2012001079	2005003774
2014001530	2006000355	2005001683	2009001937
2007000887	2006000278	2011001539	2009001831
2009003718	2006003303	2006003081	2006000598
2007000291	2007000853	2005000225	2005001802
2009000410	2006003066	2006002558	2013001310
2011002418	2005001554	2006000151	2014000779
2014002614	2015001969	2011001673	2005001457
2012001652	2005001634	2009002238	2005001244
2008000994	2005001150	2005001490	2006000430
2009002964	2011001056	2006000118	2006000259
2005003913	2006000136	2011000746	2011002120
2007000946	2006000859	2006000611	2013001875
2007000510	2006000176	2015002213	2007001386
2010002181	2005001198	2006001307	2006001234
2007000672	2016000779	2005001544	2006001653
2007000737	2006000620	2006001241	2006000199
2014001874	2005001832	2005002096	2006000162
2007000408	2005000705	2006001235	2006001329
2014001705	2005001440	2006000477	2006000673
2016000794	2006000473	2006001451	2005002246
2007001056	2006000721	2012000668	2005002085
2007000305	2008000569	2012000478	2010003789
2007001946	2012001447	2008001765	2006001089
2013000733	2005001325	2010003812	2014001373
2012002035	2008002741	2016002283	2004003085
2007000715	2006000402	2015002272	2008002150
2007001200	2005001835	2005003355	2007000868
2016000910	2005001117	2005004400	2014000777
2007001151	2012001488	2005001485	2016001322
2007002427	2005002005	2005002132	2008002704
2007000591	2005001769	2005000198	2016001763
2007001958	2012001974	2005000142	2005000151
2007000412	2006000525	2013000990	2009000956
2007000307	2006000272	2011000066	2005000180
2010004112	2005001752	2013001982	2010002252
2016000908	2012000442	2015002559	2005000110
2012002242	2004001270	2006000717	2014001876
2016001018	2005001214	2015002476	2009003416

2016001024	2007002279	2010004014	2005001887
2007000458	2013002858	2005001401	2005000551
2013000998	2008002051	2011000129	2005002444
2007000160	2015002357	2008002199	2005001087
2011001680	2006001999	2005003873	2011000112
2012002295	2004003123	2016001401	2005002113
2014001034	2011002513	2008000384	2006000634
2007000434	2014002028	2009002643	2012002020
2007000300	2005002127	2006000516	2006000486
2007000785	2006000679	2006001939	2005001353
2007001824	2005001229	2014001473	2004003859
2015002506	2005001034	2005002062	2005000192
2007000650	2014000782	2008000902	2006001024
2007001684	2005001156	2010003099	2005000345
2013001720	2005001502	2009003394	2008001656
2007000525	2007003284	2006000545	2005004170
2005001388	2005001535	2006000544	2005001829
2011000320	2005001503	2013001405	2010004505
2016001285	2005001735	2012000443	2016002685
2007000196	2006002505	2012001174	2012001408
2007000851	2005000246	2005001834	2006001262
2007000874	2006000727	2012002615	2005001977
2007000696	2005001348	2006001040	2005001105
2007001288	2011000839	2005002373	2005001106
2007000190	2005001147	2011000796	2006000325
2015001281	2006002148	2011001580	2016002093
2006003476	2006000733	2014001438	2015002673
2010004612	2014000822	2005001403	2005001264
2007002561	2005001538	2005001081	2009001794
2015002085	2006002068	2006003281	2006000133
2007000728	2012002259	2006001327	2012000705
2009003577	2009001345	2006001974	2005000233
2013001001	2016002198	2006001582	2010002587
2010004775	2016000736	2015001775	2015001536
2007000512	2014002054	2008001165	2013002141
2007000438	2006001656	2005001258	2010004661
2013001638	2008001527	2015001875	2005001265
2014001008	2013001881	2005001204	2006002202
2011000835	2016001905	2007003098	2006000412
2007001324	2005002202	2006000581	2011001392
2008002128	2012001067	2010005240	2006002419

2007003237	2006000419	2011001219	2010002161
2007000329	2006000742	2016001816	2005001043
2007000790	2012000774	2011003053	2011003006
2007001678	2015001727	2014001380	2006001033
2007001435	2012002179	2005001130	2005001742
2009000795	2005002155	2006000864	2010004662
2007000794	2006001062	2014001784	2005001211
2007000678	2013002843	2005001379	2006000683
2015001881	2011001867	2012001149	2006001015
2016001037	2004001997	2005002375	2015003186
2008001340	2012000988	2005001994	2014000357
2007000283	2009003746	2005001235	2013000846
2007000896	2013002646	2004003058	2006000851
2007000428	2014001448	2005000703	2006001175
2007002841	2015001534	2005002327	2016001697
2007001012	2006000304	2005001782	2005000355
2008000845	2013002564	2005002069	2015001749
2016002107	2006000395	2014001712	2013001006
2016002106	2012000479	2014001416	2004000152
2007000826	2013002039	2012001223	2006000411
2008000953	2005000300	2015002274	2005001346
2010004099	2005001601	2006002817	2005001163
2013001125	2006000925	2006001288	2006000210
2007000798	2006000594	2006000880	2005002093
2011002302	2005001157	2007002413	2005001594
2007001162	2013002022	2012001870	2005001359
2007001161	2005002591	2006001236	2010005125
2016000916	2005000111	2005001614	2005001760
2007000431	2006000150	2015002745	2006000808
2016001538	2016002427	2012001796	2010004048
2007000396	2005001145	2006000779	2005001960
2016001027	2006000878	2011001668	2005001643
2007000701	2015001895	2014002050	2006000702
2007000409	2005001536	2006003388	2011002804
2007000706	2006002378	2005001807	2009003103
2007001018	2015002082	2014002799	2005001669
2007000473	2014001867	2006000778	2006000279
2015003154	2005001026	2005000222	2006001133
2010003462	2009003164	2014000772	2005001320
2007000716	2005001428	2005003607	2015002280
2007001137	2012001869	2007002619	2005001065

2009002427	2012001841	2012000674	2006001173
2015002401	2006000326	2014001440	2006001891
2009001899	2013002428	2016000772	2007002437
2007000547	2005001194	2005001548	2011001518
2013001028	2005001610	2005002315	2005001437
2007001266	2005002216	2005001221	2013002527
2007001318	2004001811	2015003354	2006001018
2011000459	2010004821	2006000167	2005000512
2008003151	2016001035	2005001357	2006000154
2007002651	2012001842	2004003059	2005001319
2007000617	2005001030	2005001710	2005003077
2007000331	2005000191	2013001020	2014001970
2015003252	2006000308	2006001403	2006000919
2016000914	2005001420	2012001692	2005001719
2007000714	2014001234	2010003097	2006000585
2007000992	2005001631	2016001978	2010004772
2016001104	2005001023	2005001843	2011001983
2009000476	2009001883	2004003128	2006000258
2007000440	2006002040	2005001042	2012001059
2007000231	2006000394	2006000914	2005001431
2014001018	2016001835	2011000591	2005001615
2007000734	2016001921	2011001658	2005001496
2014001434	2011002504	2013002802	2005001545
2010004915	2012001512	2005001416	2005001339
2008001977	2008001583	2006001509	2008001390
2013001914	2005001365	2004002827	2005001400
2008001076	2009002347	2006001162	2010004752
2015002791	2006000671	2010003772	2005000553
2007000603	2013000857	2012002438	2006003327
2016001040	2003003999	2011000838	2016002377
2011002291	2006002793	2008001541	2006000687
2012001274	2005002525	2016002711	2008002635
2013001637	2015002962	2006000769	2005001019
2007000295	2010004083	2008002447	2004003019
2007000400	2012001981	2012000704	2015003231
2013000904	2005002333	2005002126	2013002964
2009002631	2006001284	2016001163	2006002849
2013002501	2005001505	2014002529	2005001189
2007000658	2014002091	2010005179	2011001357
2007000297	2005000303	2006001724	2005001974
2007000505	2005001576	2006000367	2012001944

2007001017	2014001370	2006000431	2012001900
2007001178	2007001378	2010002400	2005001776
2007001457	2016000791	2014001301	2005001192
2010003186	2010002529	2008003177	2009002006
2008002026	2008001368	2004003567	2006000952
2016001997	2004003005	2009001697	2005001577
2011000964	2005001159	2006000517	2009002484
2007002992	2005001968	2011002332	2006000524
2007001501	2010002485	2007000568	2005001472
2015003025	2005001029	2006000745	2014002252
2008002330	2007001690	2005002304	2005001885
2007001235	2009003604	2009003531	2005001583
2013000997	2005001020	2005002824	2006001293
2008002079	2010004889	2013002703	2005001722
2013000684	2005001879	2006000115	2006000182
2007001375	2006000970	2013002120	2014002137
2007000454	2009003625	2005002244	2006000575
2014001621	2008003272	2013002416	2008002791
2013002807	2008001983	2013000851	2015001633
2007000442	2016001559	2006000152	2005001378
2016001015	2015002276	2006000636	2005001622
2012001985	2005001238	2005001172	2014001697
2007000303	2006001045	2010004420	2005000168
2014001443	2006000271	2009001696	2012001416
2007000514	2005002336	2005002170	2013001095
2007000204	2014001070	2006000233	2014002764
2016000913	2008000964	2005000160	2005001463
2007000287	2015001715	2014001382	2011002154
2013001435	2005001350	2009003225	2016000987
2007000614	2014002833	2005002311	2005001597
2010004442	2006002001	2007001593	2005002267
2010004517	2006001700	2011000803	2005001878
2007003048	2006001037	2005001725	2007002352
2006002578	2009000921	2010003811	2006000234
2007000888	2016002637	2005001212	2005001780
2007000744	2008003180	2006000854	2009001699
2007000997	2016001829	2008002682	2005001369
2012000547	2005001537	2008001272	2005001368
2013000686	2006000589	2006000132	2015002967
2016000920	2005001236	2005001054	2005001142
2007000238	2015002034	2016001258	2015002618

2011000454	2006000842	2008001849	2009001896
2007000450	2005001499	2015002442	2010003055
2012000844	2011002220	2015001853	2005002381
2007000513	2012001396	2007001349	2005001653
2007000883	2005001646	2006000612	2011000291
2007000459	2005001648	2005001092	2006001263
2007000294	2011000942	2005002196	2016001122
2013000229	2006000137	2005000502	2010003506
2007000488	2006001113	2005001509	2013001660
2015002029	2006000187	2016001147	2014000757
2007001033	2005001754	2005001260	2015001639
2011002288	2005000249	2005002399	2012001987
2007000806	2010003562	2005002557	2014002143
2007001061	2006000487	2013001691	2006000912
2016001033	2006001366	2006001334	2015003211
2007001283	2013002177	2006002579	2005004126
2007002499	2016001605	2013000987	2006000305
2009002880	2005003009	2007001410	2014000421
2007000971	2005000130	2010004750	2006000428
2014002906	2006000422	2010004059	2011000802
2007000462	2006000159	2005001171	2012000698
2015002766	2013002109	2005001580	2008003027
2007000436	2006000441	2006000481	2011000715
2007003074	2012000664	2007002309	2012000708
2016001767	2006001623	2013001642	2005001070
2012002303	2016002756	2006000447	2005001345
2007000656	2015001610	2005001425	2006001285
2015002956	2006001323	2014001171	2011001473
2009001999	2012001642	2007002771	2005000260
2008001454	2006000421	2005001739	2005001352
2007000878	2005004329	2009001823	2007000535
2007000626	2005001891	2006000262	2007003099
2007000995	2009003545	2013002021	2006000852
2007000261	2010002183	2009002568	2006000459
2007001260	2015001774	2006000342	2005000380
2007001521	2014002235	2005000310	2012002614
2007001520	2016002164	2005001094	2013002000
2011000641	2005001525	2005001207	2008001925
2013003048	2006000173	2006000401	2011000181
2007000527	2004002169	2010004232	2016001560
2007000143	2016002514	2005001422	2016001589

2008002215	2006000320	2004003131	2006000250
2007000469	2005002130	2006000522	2011001234
2008000628	2006001468	2012000943	2005003681
2007003242	2005001149	2005002438	2011000065
2007000259	2005002225	2005001107	2006000646
2009003518	2007002210	2004003649	2005001134
2007000185	2006000390	2011000749	2015001900
2011002205	2014001305	2005001064	2005001458
2013002902	2014000791	2006001896	2006000875
2007000509	2005008051	2005002063	2006002643
2014002487	2015003060	2005002848	2010003585
2009002825	2008000153	2011001362	2005002197
2011002932	2008000158	2005001486	2006002388
2007000317	2006000378	2008002865	2006000179
2007000708	2005001732	2015002591	2014001630
2016001340	2006000353	2005001131	2010003307
2007001009	2006001401	2016002752	2008003080
2007000199	2006000146	2009001098	2008003081
2007000749	2005000200	2006000105	2006000172
2007001455	2014001825	2014001134	2012001177
2007000471	2006000567	2005001069	2006001547
2007000973	2012001667	2011002123	2016001739
2012001299	2006002839	2005000720	2006001882
2016000773	2006000861	2014001376	2016001740
2007000711	2006002216	2006002478	2014000778
2007000753	2009002859	2017000043	2006001387
2007003239	2014001841	2015001661	2009001370
2007000293	2011000163	2007002694	2006000648
2007000173	2008000371	2005000312	2015002511
2006002230	2007001625	2005001922	2011002572
2014001291	2006000242	2006000444	2006000806
2007000676	2006002959	2006000453	2014001300
2011001259	2005001288	2005000137	2005001299
2007000766	2006000448	2016001188	2006000906
2012000640	2016001162	2013000560	2015002216
2007000321	2005001216	2012001839	2005001143
2007000959	2007001347	2007001445	2014002546
2010003594	2011001360	2006003497	2005001085
2007003059	2011001202	2005001083	2005002382
2007000230	2005001292	2005002086	2005002332
2013002100	2005002250	2014001114	2006001013

2011000876	2014001033	2005002496	2006001382
2008002110	2010002739	2005001239	2007002218
2007000630	2006000273	2013001657	2005001371
2007001198	2006001493	2007001072	2005001820
2016001709	2005002372	2010003629	2006001961
2007000908	2005001527	2004003006	2005001639
2007000780	2010005021	2014001238	2006000958
2007002360	2005000599	2015003136	2005001573
2015002145	2005001360	2013002627	2009001764
2015001518	2010004801	2005002483	2005001728
2015002533	2006000307	2016001792	2012000678
2007000250	2005001056	2006000791	2015001642
2007000251	2006001400	2014001140	2014000785
2015001806	2006000964	2006000674	2004000668
2009000860	2007000540	2011001499	2004000666
2007000233	2006000311	2007003287	2006000140
2007001062	2004003727	2005003036	2006000449
2005001220	2005001088	2006001844	2005002091
2013001428	2004003012	2015001830	2005001397
2008001360	2007003220	2006000771	2008002494
2013002907	2005001951	2005001248	2005001462
2006003545	2009001808	2006000707	2007001278
2015001647	2005002533	2006000257	2016002294
2014002109	2006001289	2006000908	2014001015
2006000557	2005000129	2005002429	2006000635
2014001528	2008002457	2006000248	2005003677
2013002494	2009003255	2012001120	2006000226
2010003807	2006000229	2006000710	2011002898
2014001022	2005002386	2011001363	2006000601
2010004601	2006001521	2012000675	2006002852
2007001569	2005001571	2005000316	2006000881
2006000346	2014001235	2005001788	2013001027
2005002081	2005002146	2009002890	2008000291
2011001274	2005001097	2014000781	2006000830
2005001324	2008001715	2007000517	2006000208
2010004812	2006000399	2006001380	2005001514
2013002113	2011001813	2005001066	2005001616
2005001036	2008001146	2009001233	2005001589
2006000893	2013002161	2005000523	2006000366
2007002222	2011001352	2005001052	2005001268
2014000784	2011002446	2006000492	2006001079

2006001528	2006000872	2006001269	2005001091
2005001895	2006001319	2005001102	2006000614
2006000205	2012001534	2008002025	2004003142
2009002556	2014002491	2009001215	2005001575
2005001176	2006001589	2009003214	2009001290
2016001563	2006001014	2012001952	2016002558
2006000388	2006001160	2011001355	2014001751
2014001272	2014002640	2006001287	2011001985
2011001657	2014002641	2005001404	2016002435
2011002692	2006000191	2005001078	2016002380
2008003291	2014001985	2005001075	2015001626
2012001389	2014001138	2006002563	2012000459
2005001386	2005004168	2009001927	2005001656
2006000579	2011001299	2007001118	2007002506
2005001175	2006000337	2006003217	2005002391
2006001635	2008002273	2006000410	2012001689
2006000266	2006000709	2011002679	2005001413
2008001933	2005001231	2011002674	2012001973
2013002380	2012002264	2011002732	2005001290
2013002378	2015002556	2005000229	2005001144
2005001323	2005001201	2005000105	2009003257
2014001137	2015003250	2005002108	2005002949
2005000609	2006002936	2005002642	2015001666
2007001127	2013002439	2005001627	2005000525
2014001368	2008000380	2006000489	2006001846
2009001881	2005001460	2005001491	2011001836
2015002435	2006001305	2012001056	2010003953
2012001761	2010004988	2005001243	2005001045
2011000100	2012001449	2006000759	2013002024
2005001556	2005001663	2006000344	2014002777
2010002247	2009002301	2005001558	2006001066
2005002150	2014001840	2006001107	2008001059
2016002128	2007002889	2010004863	2006000508
2012002250	2006000770	2007002650	2005001104
2007003385	2016000723	2005001048	2014000786
2010003159	2006001174	2010003531	2006000357
2010002588	2016000847	2005001377	2005001392
2013001645	2005002210	2013001376	2005001389
2005001160	2009000859	2014001068	2006000726
2016001444	2011002891	2005001600	2015001840
2016000728	2005001300	2006000660	2005002182

2012001946	2008001244	2006000576	2016002401
2012000671	2005001418	2011001748	2016002112
2005001637	2009001034	2004002881	2010003593
2015002319	2006002974	2011001746	2015001750
2014001299	2010003516	2012000613	2016002543
2006000495	2012000797	2005001741	2012002215
2005001343	2011001803	2006000461	2005003770
2006001340	2010004464	2006000895	2013001819
2006001698	2005001257	2014001713	2005002142
2005001284	2010004911	2016001832	2008001275
2009001977	2013002471	2006003329	2011001607
2016002484	2014001227	2005000107	2016002542
2010005092	2016002647	2006001429	2012000454
2009003166	2004002964	2009001432	2009002901
2013001531	2015001657	2012002503	2016001872
2014001377	2004003015	2004003080	2011001714
2015003104	2006000314	2005002092	2006000112
2015001721	2005002022	2005002192	2009003508
2015001590	2006000566	2014001141	2006000503
2006001003	2014001035	2013001089	2006000504
2006000548	2005001607	2006000631	2012001798
2010003991	2010004913	2005002343	2014002278
2012000795	2007002848	2006000253	2009002326
2012002421	2016001904	2005001826	2011002350
2011000368	2005001668	2005001713	2016001775
2014001135	2006000327	2005001017	2005001086
2006001832	2014001379	2015001778	2014000787
2005001024	2004001872	2006000427	2004003884
2006000768	2013002216	2013002640	2009000958
2006002878	2016001902	2005001261	2004003144
2015002219	2006001144	2016002428	2006000125
2012002642	2006000865	2011001271	2006000123
2006000764	2006001038	2010003161	2005001516
2005002287	2005000501	2006001245	2005000635
2012000652	2006000627	2005000165	2011002093
2012000655	2006000131	2006000126	2009002700
2005001918	2009003460	2016001837	2006000530
2006000203	2004003184	2011001294	2005000331
2006000746	2013002035	2005001061	2006001850
2006000552	2005001027	2015001872	2004003145
2005002193	2010004284	2005001039	2006000114

2006000856	2012000860	2012000689	2006000117
2008000387	2009001723	2005001454	2013001281
2015001953	2006001341	2005001652	2005002205
2007002268	2012001836	2006001000	2014002300
2014000771	2011001663	2005001442	2005001578
2009001825	2006000364	2015002809	2014001521
2007003095	2005001330	2005001262	2005000607
2010002245	2013001402	2005001380	2005001866
2005002651	2007002295	2007002684	2008001327
2007003277	2011001717	2006000268	2005001337
2005001250	2015003101	2014001844	2016001483
			2010002261

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent –Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** SAT/PSAT College Readiness Assessments Agreement for the 2017-18 School year

## **BACKGROUND INFORMATION:**

The SAT is a college readiness assessment that is used as a key factor in admissions by most colleges and universities. It is highly recommended that every student take the SAT at least twice in high school – once during the 11<sup>th</sup> grade year and again in 12<sup>th</sup> grade. The PSAT is a college readiness assessment that prepares students to take the PSAT. Both PSAT and SAT provide students with valuable information about their academic skills and what colleges and careers may be a match for them. Students who take these exams are provided with lots of resources to help them improve their skills, explore both colleges and careers that will best fit their goals and develop personalized plans. Last year, selected 8<sup>th</sup> graders and all 9<sup>th</sup>-11<sup>th</sup> graders took the PSAT in the fall; 11<sup>th</sup> graders took the SAT in the spring.

This proposal builds upon our partnership with the College Board to offer the PSAT and SAT exam to students in grades 8-12, and will offer the following for the 2017-2018 school year:

- PSAT for all 8<sup>th</sup>-11<sup>th</sup> grade students in the fall
- SAT for all 12<sup>th</sup> grade students in the fall
- SAT for all 11<sup>th</sup> grade students in the spring

## **POLICY/ISSUE:**

Board Policy 6162.7– Student Assessment

## **FISCAL IMPACT:**

Approximately \$118,584.00 from LCAP Funds

## **STAFF RECOMMENDATION:**

Approve the SAT/PSAT College Readiness Assessments Agreement with College Board for the 2017-18 school year.

## **PREPARED BY:**

Ryan Smith, Assistant Superintendent – Secondary Educational Services

**ACTION ITEM: 3.7-A**

**DISTRICT PRIORITY 2:**

Use performance-based testing and assessment programs.



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address 250 Vesey Street  
New York, New York 10281  
United States

Created Date 6/6/2017  
Expiration Date 9/1/2017  
Quote Number 00016557

Prepared By Norfina Joves  
Phone 2134162132  
Email njoves@collegeboard.org

Bill To Name Paramount Unified School District  
Bill To 15110 South California Avenue  
Paramount, California 90723-4320  
United States

Product	Catalog Unit Price	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price	Line Item Description
PSAT 8/9 EPP Fixed-Fee - 8th Grade	\$10.00	\$5.00	1,204	\$12,040.00	\$6,020.00	\$6,020.00	Alondra MS, Frank Zamboni MS, Hollydale MS, and Leona Jackson MS are only up to 8th grade.
PSAT 8/9 EPP Fixed-Fee - 9th Grade	\$10.00	\$5.00	1,266	\$12,660.00	\$6,330.00	\$6,330.00	Paramount HS (West Campus) is a 9th grade campus.
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	\$16.00	\$10.00	1,256	\$20,096.00	\$7,536.00	\$12,560.00	Paramount HS (Senior campus) is a 10-12; will take PN and SAT; Buena Vista HS has 10-12
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	\$16.00	\$10.00	1,265	\$20,240.00	\$7,590.00	\$12,650.00	
SAT SD Fixed-Fee With Essay - 11th Grade	\$60.00	\$32.00	1,265	\$75,900.00	\$35,420.00	\$40,480.00	
SAT SD Fixed-Fee With Essay - 12th Grade	\$60.00	\$32.00	1,267	\$76,020.00	\$35,476.00	\$40,544.00	

Subtotal \$216,956.00  
Total Price \$118,584.00  
Shipping and Handling \$0.00  
Grand Total \$118,584.00

*Quoted total price does not include applicable sales taxes*



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

#### Associated Contacts

Contact Name	Email	Role
Ryan Smith	rdsmith@paramount.k12.ca.us	Billing Contact
Ryan Smith	rdsmith@paramount.k12.ca.us	Bulk Registration Coordinator
Ryan Smith	rdsmith@paramount.k12.ca.us	Data Contact
Ryan Smith	rdsmith@paramount.k12.ca.us	Primary Contact
Ryan Smith	rdsmith@paramount.k12.ca.us	Signatory

#### Participating Schools

Organization Name	AI Code	Administration	Grades Covered
Buena Vista High School	054576	PSAT/NMSQT: Fall 2017	10, 11
Paramount High School	052365	PSAT/NMSQT: Fall 2017	10, 11
Buena Vista High School	054576	SAT School Day: October 11, 2017	12
Paramount High School	052365	SAT School Day: October 11, 2017	12
Paramount Park School	059377	PSAT 8/9: Fall 2017	8
Leona Jackson School	059272	PSAT 8/9: Fall 2017	8
Alondra Middle School	059344	PSAT 8/9: Fall 2017	8
Hollydale Middle School	059354	PSAT 8/9: Fall 2017	8
Paramount High School West Campus	059519	PSAT 8/9: Fall 2017	9
Frank J Zamboni Middle School	059362	PSAT 8/9: Fall 2017	8
Buena Vista High School	054576	SAT School Day: March 21, 2018	11
Paramount High School	052365	SAT School Day: March 21, 2018	11

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent –Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Los Angeles County Office of Education’s Instructional Technology Agreement

## **BACKGROUND INFORMATION:**

Next year, Jackson School (grades 6-8), Paramount High School (grade 10) and Paramount High School West, will all participate in our 1-1 Chromebook Initiative. This proposal will create a partnership with the Los Angeles County Office of Education’s Instructional Technology Outreach (ITO) division to assist us in providing adequate professional development, training, resources, and support to teachers and staff at those sites as well as district leadership and support staff,

Specifically, this proposal will provide:

- Support for each of our 5 summer instructional technology institutes
- 1 site-based professional development day each for Jackson School, Paramount High School and Paramount High School West
- 2 professional development days for 3<sup>rd</sup> grade teachers
- Support for teachers during collaboration time 6 times each for Jackson School, Paramount High School and Paramount High School West
- Monthly ½ day professional development days for Jackson School, Paramount High School and Paramount High School West

## **POLICY/ISSUE:**

Board Policy 4126 – Consultants

## **FISCAL IMPACT:**

\$21,600 – LCAP Funds

## **STAFF RECOMMENDATION:**

Approve the Los Angeles County Office of Education’s Instructional Technology (ITO) Agreement to support the implementation of Chromebooks at Jackson School, Paramount High School and Paramount High School West for the 2017-18 school year.

## **PREPARED BY:**

Ryan Smith, Assistant Superintendent – Secondary Educational Services

**ACTION ITEM: 3.8-A**

**DISTRICT PRIORITY 3:**

Use technology to manage information throughout the District.

## Paramount Unified School District

### Executive Summary

By committing to a progressive and innovative technology initiative, PUSD is poised to join a growing community of educators. To better prepare for an effective implementation, the District requested the development of a carefully layered and sequenced approach to maximize the benefits of its technology investment.

Technology is a powerful tool, but is merely a means to an end, rather than an end in itself and will empower and better equip educators to meet the District's strategic focus areas. In order to successfully utilize new technology to meet District goals, this plan provides a phased approach to deployment, a multi-faceted approach to professional development, and a best practices proposal for curriculum integration.

One of the most vital aspects of this plan is the professional development program, which pervades all stages and elements of the process. Purchasing new devices, upgrading infrastructure, and altering the District's curriculum are all important steps, but all of these strides forward need adequately trained educators that are able to reap the full benefits of new technology. This plan lays out a schedule of multi-faceted, sustained professional development – supported by designated District staff – that will be tailored for the individual needs of each participant in the program. The District's professional development program will have two main goals. The first is to establish a base level of technical proficiency for District instructional and teacher leaders, ensuring that all classrooms benefit from the investment in technology, and that all teachers are equipped to use their classroom device. Second, and perhaps the most important, is the goal of giving teachers the tools, knowledge and resources to take full advantage of new devices in their daily curriculums, allowing devices to have the greatest impact on increasing academic achievement and refocusing energy on the actual learning of the student.

Deployment of mobile devices to students must be accompanied by careful and thorough integration with the District curriculum to shape instructional practices around new devices, and engage students in new ways with course material. This plan supports curriculum goals and strategies for the District to reach those goals through new instructional methods and key factors that have been shown to generate success in increasing academic achievement and creating transformative change.

For the purpose of this Plan, we will specifically reference Strategic Plan Focus Area: **High Quality Teaching and Learning**.

### Objective:

All Paramount Unified School District students will be provided with daily instruction that is standards-based, relevant, personalized, and rigorous. Technology will be used as a tool to enhance and personalize instruction and improve learning. Staff will hold high expectations for the achievement of all students and student groups (English Learners, Students with Disabilities, African-Americans, etc.), and will provide personalized and differentiated support to ensure their success.

### District Schools:

10 Elementary  
4 Middle

1 K-8  
2 High Schools

2 Alternative Education  
Program

## **Introduction**

This Professional Development Plan for Paramount Unified School District describes a vision for learning that is collaborative, continuous, embedded in daily practice and focused on student achievement. This model builds on and strengthens the successes already evident in the district. The Instructional Technology Outreach division of the Los Angeles County Office of Education will strive to strengthen the culture that supports adult learning by providing a framework that affords every educator an opportunity to enrich his or her practice.

The ultimate goal of professional development: improved student learning. While being mindful of that core purpose, it is important to acknowledge the additional benefits of a comprehensive professional development plan:

- improving job satisfaction
- improving the District's ability to recruit and retain new educators
- increasing our knowledge of innovative practices

The scope of professional development in PUSD will not be limited to attending a workshop or participating in a seminar with a visiting presenter. Professional development will consistently be an ongoing process that involves sustainable improvement in student learning and instructional practices. This requires evaluation of student performance and teacher self-assessment, identifying possible courses of action, testing new approaches, assessing results and then beginning the process anew. Collaboration is key throughout the process to ensure diversity of thought and creativity, and honors the expertise of everyone participating.

## **Plan Components**

### **Design:**

Flexible and integrated professional development strategies and activities that address the needs as identified in district goals. ITO will deliver content and process at each level (district, school, team, and individual)

### **Learning Communities:**

Staff development for identified groups with specific roles and responsibilities.

- Instructional Coaches
  - Integrate technology; review content and curriculum
  - Incorporate best practices into teaching, learning and leadership
  - Identify critical factors for successful implementation
- Teacher Leaders
  - Classroom Teachers with technology integration (curriculum) responsibilities
  - Incorporate best practices into teaching, learning and leadership
- District Content Area Specialis
  - Meet with ITO representatives to ensure training is applicable and support goals of the District
  - Identify critical success factors for successful implementation
  - Integrate learning models that provide choice, differentiated learning, sustained collaboration and ongoing support
- Collaboration Time – School site based staff development for classroom teachers.

Description	Max Participants	Unit Cost	# of Units	Total
10 full days PD (core content integration with teachers and teacher leaders) <ul style="list-style-type: none"> <li>• Teachers will be trained on digital tools that include:               <ul style="list-style-type: none"> <li>▪ collaboration within the Office365 environment</li> <li>▪ other tools and applications to support core content areas</li> <li>▪ management of digital resources in classroom environment</li> <li>▪ differentiation and personalization of student learning</li> <li>▪ improving instructional leadership and productivity</li> </ul> </li> </ul>	25	\$1,200	10 days	\$12,000
Collaboration time (approximately 1 hour per month/site) x 6 (core content integration with teachers and teacher leaders) <ul style="list-style-type: none"> <li>• Model technology integration lessons using best practices</li> <li>• Develop teacher expertise in integration of technology through coaching</li> </ul>	25	\$1,200	3 sites	\$3,600
Instructional Coaches (1/2 day per month) <ul style="list-style-type: none"> <li>• Develop digital leadership and management skills</li> <li>• Modeling effective strategies using digital tools</li> <li>• Use of digital collaboration tools to communicate and guide teachers and provide meaningful feedback</li> <li>• Develop digital toolkit of resources to support student research, collaboration, creativity and higher order thinking skills</li> <li>• Trainer of trainers model to build capacity</li> <li>• Support to align technology use with district goals</li> </ul>	12	\$600	10 mos	\$6,000
	Total			\$21,600
Curriculum Specialists <ul style="list-style-type: none"> <li>• Integration of technology into their specific core content area</li> <li>• Collaboration within the Office365 environment</li> <li>• Research based best practices</li> </ul>	12	\$1,200	as needed per day	

**Additional Learning Opportunities:**

Staff development can also be arranged on District designated Pupil Free days. A calendar of Pupil Free Days should be provided to the LACOE ITO team upon contract signing.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent –Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** School Loop Agreement

## **BACKGROUND INFORMATION:**

We are beginning the process of transitioning our school websites from being hosted by School Loop to Edlio. Our district website is an Edlio site, and the feedback on its aesthetic, navigability, and usefulness has been extremely positive. By moving the school websites to Edlio, each school will have a website that looks similar to the district's, with the key differences being color scheme, logo, and other customizable features such as pictures, news and information, links, etc. By moving the school websites to Edlio, we will now have the ability to centrally update school websites – an important feature in the event of a crisis or when the need to communicate something important across all schools arises

We anticipate that all of our schools will have new websites by the end of June or the early part of July at the latest.

Due to the complexity and amount of content on Paramount High School's website, this proposal will allow School Loop an extension to continue hosting their website as a precaution in order to avoid any disruption of website accessibility.

## **POLICY/ISSUE:**

Board Policy 6163.4 – Student Use of Technology

## **FISCAL IMPACT:**

\$1,500.00 – Technology Fixed Costs

## **STAFF RECOMMENDATION:**

Approve the School Loop agreement to continue hosting Paramount High School's website for the 2017-18 school year.

## **PREPARED BY:**

Ryan Smith, Assistant Superintendent – Secondary Educational Services

## **DISTRICT PRIORITY 3 :**

Use technology to manage information throughout the District.

**ACTION ITEM: 3.9-A**



# Order Form

<b>Customer Name:</b> Paramount Unified School District
<b>Start Date:</b> 07/01/2017 <b>End Date:</b> 06/30/2018

**Payment Summary**

You will be billed once a year for each year per the terms in the Payment Notes.

School Year	Total Due for Year
17/18	\$1500.00

**Detail**

The following breaks down the total amount due each year by license and service:

Service Type	License/Service	Price	Unit	17/18
SL Standard	CMS, Hosting and Support	\$750.00	2.00	\$1500.00
<b>Total 17/18</b>				<b>\$1500.00</b>

<b>General Notes</b>	6/1: BH - Per Durrell: "Favor- can you send me a quote for continuing SL Standard for one of our sites: Paramount High School" Revised SLS quote to just cover the 2 - the HS site & required district site (even though they don't use it & redirect thru Edio).
----------------------	---

<b>Payment Notes</b>	Please send a purchase order to <a href="mailto:accounts@schoolloop.com">accounts@schoolloop.com</a> . We invoice off your purchase order with payment due in 30 days. Annual services are billed once for each school year on July 1 of the corresponding year. You will be invoiced separately for each school year. Other services will be billed on PO. Our mailing address is P.O. Box 2416, San Francisco, CA 94126.
----------------------	--

By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Master Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Paramount Unified School District

School Loop, Inc.

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name/Title (Printed)

Mark Gross CEO / Founder  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHOOL LOOP MASTER SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (“**Agreement**”) is agreed to by the Paramount Unified School District (“**Customer**”), with an address of 15110 California Ave, Paramount, CA 90723 and School Loop, Inc., with an address of 41 Grant Ave, Suite 200, San Francisco, CA 94108 (“**School Loop**”). Customer and School Loop may sign forms (“**Documents**”) referencing this Agreement with order details including School Loop’s Order Form, or by Purchase Order, or any other agreed to document, and each such Document is subject to the terms of the Agreement. The Agreement is effective as of the date the first Document is signed by the Customer and School Loop (the “**Effective Date**”) through 06/30/2018, the end date of the term.

This Agreement permits Customer to purchase and receive a subscription to School Loop’s web-based Service (as defined below) for the period specified on the Document (the “**Subscription Term**”) and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer’s initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

### 1. The Service

**1.1. Provision of Service.** School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights (“**Users**”), and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the “**Service**”). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services.

**1.2. Restrictions.** 1.2. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

**1.3. Professional Services.** If School Loop and Customer agree separately in a Statement of Work (“**SOW**”), School Loop shall provide the professional consulting services described in that SOW (“**Professional Services**”). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW.

### 2. Customer Obligations

**2.1. "Customer Content"** means any data, information or other content of any type which is provided by Customer or any User to School Loop for inclusion in the Service; including, without limitation, data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Users is not a violation of FERPA or of any local laws or education codes.

**2.2. Access to Service.** If Customer or Users are given access to accounts on School Loop’s systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer’s and Users’ accounts.

**2.3. User Consents.** Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer’s convenience only and it is Customer’s responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user’s School Loop calendar to an external service).

**2.4. Third Party Services.** Customer acknowledges that the Service may permit Customer to integrate, at Customer’s and/or Users’ discretion, functionality provided by third party services. Such third party services are not considered part of the “**Service**” provided hereunder. By enabling any such third party services, Customer agrees that School Loop is not responsible for the accuracy, legality, availability or reliability of any such third party services, the acts or omissions of any providers of such third party services or any information made available in connection with such third party services. The manner in which such third party services use, store and disclose your information is governed solely by the policies of such third parties, and School Loop will have no liability or responsibility for the privacy practices or other actions of any provider of such third party service. As such, Customer agrees not to seek to hold School Loop liable or responsible for any damage or loss caused by or in connection with the use of such third party services. School Loop enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

### 3. Ownership

**3.1. Rights in Customer Content.** Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service except where doing so is in violation of FERPA or local laws or education code

**3.2. Subscription not Sale.** This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

### 4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6.1 (Limited Warranty), or in the Order Form all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

### 5. Term and Termination

**5.1. Term.** This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 6. Customer's subscription shall renew if and as described in the Order Form

**5.2. Termination for Cause.** Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

**5.3. Effect of Termination.** Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party.

**5.4. Suspension of Service.** School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent any harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

**5.5. Survival.**5.5. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 2.4 (Third Party Services), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.1 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

### 6. Limited Warranty

**6.1. Limited Warranty.** 6.1. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

**6.2. Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY

CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

## **7. Limitation of Remedies and Damages**

**7.1.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**7.2.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

**7.3.** THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **8. Indemnification**

**8.1. Indemnity by School Loop.** School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 9 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**8.2. Customer Responsibility for Content.** Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

## **9. Confidentiality**

**9.1. "Confidential Information"** means (a) any School Loop software, interfaces, web applications and documentation that are designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

**9.2. Nondisclosure.** The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the

confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

**9.3. Exclusions.** The obligations under this Section 10 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under applicable law.

**9.4. Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 10 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

## **10. General**

**10.1. Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void. We may also share information about users in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In these circumstances, we will only share information with a company that has agreed to data privacy standards no less stringent than our own. In the event that information is shared in this manner, notice will be posted on our Site.

**10.2. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

**10.3. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

**10.4. Notice.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.4 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

**10.5. Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

**10.6. Entire Agreement.** This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

**10.7. Changes to the Services.** Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

**10.8. Student Count Verification.** Upon contracting, and once a year for the term of the contract, Customer shall furnish School Loop with official student enrollment figures for the district and for each school using the Service. If applicable to the type of license, this report will serve as the official student count each year for invoicing throughout the Subscription Term.

**10.9. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

**10.10. Publicity.** Subject to Customer's sole discretion, which shall not be unreasonably withheld, School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

**10.11. Government End Users.** If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

**10.12. Subcontractors.** School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

**10.13. Independent Contractors.** The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

**10.14. Compliance with Laws.** Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

**Paramount Unified School District**

Customer

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----

School Loop, Inc  
Mark Gross, CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Service Agreement with the Los Angeles County Sherriff's Department for two School Resource Officers

## **BACKGROUND INFORMATION:**

The District has maintained a Service Agreement with the Los Angeles County Sheriff's Department for School Resource Officers (SRO) since 1997. The SRO's provide service to Paramount High School and all District campuses. The SRO's handle crimes which occur on or immediately adjacent to District campuses if related to students or student activity.

The service agreement that is currently in place provides two sheriff deputies and cars for 215 days of service each year. The agreement also allows the District to contract for hourly services to provide additional security at football games, school dances and other school functions. The estimated costs for hourly services is \$11,000. This two-year agreement is brought to the Board annually for approval to accommodate any adjustments that may occur annually. The billable amount for July 1, 2017 through June 30, 2018 is \$159,253 for each officer plus any adjustments to salary, employee benefits and/or overhead rates approved by the Sheriff's Department during the fiscal year.

The District and the City of Paramount agree to share equally in the cost of the second SRO as outlined in the Shared Cost Agreement between the two agencies. The agreement is renewable each year in advance of the ensuing fiscal year, which begins July 1. Fifty percent of the cost of the additional School Resource Officer will be paid by the City of Paramount, which will reimburse the District in the amount of approximately \$79,626.

## **POLICY/ISSUE:**

Board Policy 4126 – Consultants

## **FISCAL IMPACT:**

Net amount of \$249,879 from General Fund

## **STAFF RECOMMENDATION:**

Approve the Services Agreement with the Los Angeles County Sheriff's Department for two School Resource Officers from July 1, 2017 through June 30, 2018.

**ACTION ITEM: 3.10-A**

**PREPARED BY:**

Manuel San Miguel, Director – Student Services

**DISTRICT PRIORITY 4 and PRIORITY 6:**

Improve student support services, and monitor and promote school safety and security.

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PARAMOUNT UNIFIED SCHOOL DISTRICT**

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS.....</b>		<b>2</b>
1.0	<b>SCOPE OF SERVICES.....</b>	<b>2</b>
2.0	<b>ADMINISTRATION OF PERSONNEL.....</b>	<b>3</b>
3.0	<b>DEPLOYMENT OF PERSONNEL.....</b>	<b>4</b>
4.0	<b>PERFORMANCE OF AGREEMENT.....</b>	<b>4</b>
5.0	<b>INDEMNIFICATION.....</b>	<b>5</b>
6.0	<b>TERM OF AGREEMENT.....</b>	<b>6</b>
7.0	<b>RIGHT OF TERMINATION.....</b>	<b>6</b>
8.0	<b>BILLING RATES.....</b>	<b>7</b>
9.0	<b>PAYMENT PROCEDURES.....</b>	<b>7</b>
10.0	<b>AMENDMENTS.....</b>	<b>8</b>
11.0	<b>ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....</b>	<b>8</b>
12.0	<b>AUTHORIZATION WARRANTY.....</b>	<b>8</b>
13.0	<b>GOVERNING LAW, JURISDICTION, AND VENUE.....</b>	<b>8</b>
14.0	<b>NOTICES.....</b>	<b>9</b>
15.0	<b>VALIDITY.....</b>	<b>9</b>
16.0	<b>WAIVER.....</b>	<b>9</b>
17.0	<b>ENTIRE AGREEMENT.....</b>	<b>10</b>
<b>SIGNATURES.....</b>		<b>11</b>
<b>EXHIBIT A</b>	<b>SCHOOL LAW ENFORCEMENT SERVICES FORM SH-AD 575</b>	

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PARAMOUNT UNIFIED SCHOOL DISTRICT**

This School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Los Angeles ("County") and the PARAMOUNT UNIFIED SCHOOL DISTRICT ("School").

**RECITALS**

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Sections 53060 and 53069.8, and/or California Education Code Section 35160.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the

County and the statutes of the State of California.

**2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The PARAMOUNT UNIFIED SCHOOL DISTRICT shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity to any County employee or agent of

the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject, and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.3 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.4 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.5 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.

### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and

supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 The School shall indemnify, defend, and hold harmless the County, its Special School, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the School's acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 The County shall indemnify, defend, and hold harmless the School, its special School, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

5.3 Without limiting the School's indemnification of the County, the County shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at County's sole option and discretion, to satisfy the County's indemnity obligations under this Agreement.

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2017 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein. The term of this Agreement may be extended for up to three (3) additional one-year periods, subject to prior approval by the County Board of Supervisors.

**7.0 RIGHT OF TERMINATION**

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the School may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the School's notice to the County.

7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party

shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8.0 BILLING RATES**

- 8.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 10.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.

**9.0 PAYMENT PROCEDURES**

- 9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.

9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

**10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County Board of Supervisors and the School. Notwithstanding, the Sheriff or his designee shall be authorized to execute, on behalf of the County, those Amendments and/or supplemental agreements referenced in Sections 3.3, 3.4, 8.2, and 9.3 of this Agreement.

**11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

**12.0 AUTHORIZATION WARRANTY**

The School represents and warrants that the person executing this Agreement for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Agreement and that all requirements of the School have been fulfilled to provide such actual authority.

**13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further

agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**14.0 NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Andrew H. Rosso  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTN:** \_\_\_\_\_

**15.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

## **17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PARAMOUNT UNIFIED SCHOOL DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jim McDonnell, Sheriff

Date \_\_\_\_\_

PARAMOUNT UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

SCHOOL DISTRICT: PARAMOUNT UNIFIED SCHOOL DISTRICT

FISCAL YEAR: 2017-2018 EFFECTIVE DATE: 1-Jul-17

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT	2.0000	2.0000	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

### DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
LAKWOOD	PARAMOUNT HIGH SCHOOL	2.0000			

REPORT PREPARED BY: Sergeant Rudy Sanchez DATE: 7/1/2017

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STATION COMMANDER

APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BILLING MEMO REQUIRED: 

NO	YES
----	-----

DATE SENT TO CHIEF'S OFFICE: \_\_\_\_\_

"BLUE" REQUIRED: 

--	--



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Career Technical Education Incentive Grant Award

## **BACKGROUND INFORMATION:**

Paramount Unified School District has received its second of three disbursements of the Career Technical Education (CTE) Incentive Grant from the California Department of Education in the amount of \$974,428. Established as a state education, economic and workforce development initiative, the grant’s goal is to provide students with the knowledge and skills necessary to transition to employment and postsecondary education. This grant provides incentive funds to encourage the development of new CTE programs as well as to enhance the quality of current CTE programs in grades 7-12 for teachers in possession of a Designated Subjects CTE credential. The CTE Incentive Grant will provide matching funds to support the following:

- Teachers, administrators and classified salaries
- Supplies and equipment
- Professional development

As the part of the grant’s requirement, Paramount Unified School District will provide proportional dollar-for-dollar matching funds for three consecutive years. The matching funds on behalf of Paramount Unified School District have already been allocated in the LCAP’s Goal 2 in support of CTE programs. The CTE Incentive grant will be disbursed over a three-year period in the following amounts:

Disbursement Year	CTE Grant Amount	PUSD Match
2015-16	\$1,000,000	\$1,000,000
2016-17	\$974,428	\$1,461,642
2017-18	\$500,000	\$1,000,000

- \$1.00 for every \$1.00 for the first funding term
- \$1.00 for every \$1.50 for the second funding term
- \$1.00 for every \$2.00 for the third funding term

## **POLICY/ISSUE:**

Board Policy 3230 – Categorical Funds

Education Code 12400 - Authority to Receive and Expend Funds

**ACTION ITEM: 3.11-A**

**FISCAL IMPACT:**

Restricted income of \$974,428.

**STAFF RECOMMENDATION:**

Accept funds for the CTE Incentive Grant Award to develop students' skills enrolled in Career Technical Education Programs.

**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 core.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** June 26, 2017  
**SUBJECT:** Kaplan Professional Services Agreement

## **BACKGROUND INFORMATION:**

Kaplan K-12 Learning Services is one of the premiere test preparation providers in the United States. PUSD began a partnership with Kaplan during the 2016-2017 school year by offering SAT preparation courses at Paramount High School. These courses were extremely popular with students and parents, and the students who completed them earned significantly better SAT scores than those who did not.

This agreement will continue this partnership, offering the following:

- 8 SAT prep courses at Paramount High School for 11<sup>th</sup> and 12<sup>th</sup> graders
- 1 SAT prep course at Buena Vista High School for 11<sup>th</sup> and 12<sup>th</sup> graders
- AP prep books for 10<sup>th</sup>-12<sup>th</sup> graders enrolled in available courses

Kaplan's SAT preparation courses are intensive – 25 hours of personalized instruction and preparation for the SAT and require a serious commitment on the part of the student; however, their hard work will quite likely result in a higher SAT score, resulting in increased college options. In addition to the personalized instruction they will receive in the courses, each student will be provided with a comprehensive SAT study guide, online resources, and practice exams that will provide them with immediate feedback.

Kaplan's AP preparation books are a tremendous resource for students as they prepare for the AP exam. Each book includes several practice exams, examples, test taking strategies, and other resources that are helpful for both students and teachers.

If a student chose to sign up for one of Kaplan's SAT courses on their own, it would cost about \$900.00. New AP prep books cost about \$20 each. By offering these types of resources free to our students, we are demonstrating our commitment to equity and access to programs that we know will make a difference for them.

## **POLICY/ISSUE:**

Board Policy 6162.7 – Student Assessment

## **FISCAL IMPACT:**

\$93,704.20–LCAP Funds

**ACTION ITEM: 3.12-A**

**STAFF RECOMMENDATION:**

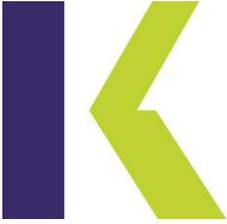
Approve the Kaplan Professional Services Agreement with Kaplan K12 Learning Services, LLC for the 2017-18 school year.

**PREPARED BY:**

Ryan Smith, Assistant Superintendent – Secondary Educational Services

**DISTRICT PRIORITY 2:**

Use performance-based testing and assessment programs.



## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is between **Kaplan K12 Learning Services, LLC** ("Kaplan") with offices at 750 Third Avenue, 7<sup>th</sup> Floor, New York, New York 10017 ("Kaplan K12" or "Kaplan") and **Paramount Unified School District** with offices at 15110 S California Avenue, Paramount, California 90723 ("Organization"). The Agreement shall be effective when both Parties have signed the Agreement and Scope of Work ("Effective Date").

**WHEREAS** Kaplan owns and has developed proprietary programs to prepare K12 students for standardized tests; and

**WHEREAS**, Organization desires to have Kaplan provide its programs the Program and related educational services for the benefit of its students;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Section 1. The Services**

Kaplan will provide direct instruction, instructional sessions, testing sessions, instructional materials, access to digital assets, and related services (the "Services") for students of the Organization, in accordance with the terms of this Agreement and the applicable schedule ("Scope of Work"). Services may include "Classes" which are Kaplan taught programs typically consisting of multiple instructional and testing sessions delivered at the Organization's premises, each delivery location being a "Site." For Services delivered physically at a location (collectively, "On Site Services"), Organization shall be responsible for providing safe, accessible and appropriate facilities ("Facilities") for Kaplan's delivery of On Site Services at no cost to Kaplan. Organization shall be responsible for Facilities, including security, and shall permit Kaplan personnel reasonable access to the Facilities to the extent appropriate for the performance of the work under this Agreement, subject to all applicable on-site policies and procedures of the Organization.

### **Section 2. Term**

The "Term" of the Agreement begins on the Effective Date and ends on May 31, 2018, unless sooner terminated by the written mutual agreement of the parties.

### **Section 3. Fees**

3.1 Fees. Organization will pay Kaplan the "Fees" set forth in the Scope of Work.

3.2 Final Rosters. Where Services include a class, a final roster ("Roster") of students for such class ("Students") will be due to Kaplan no later than two (2) weeks prior to the first class session, unless otherwise specified in the SOW.

3.3 Payment Schedule. Organization shall make payment to Kaplan within 30 days of completion of the Services. Organization agrees that invoices are provided solely for payment processing, and use of invoices does not waive any right of Kaplan or alter payment terms or schedule.

3.4 Purchase Orders.

1. If an Organization issues Kaplan a purchase order (“PO”) in connection with this Agreement, the PO shall exactly match the Scope of Work, including Fees described therein, unless otherwise agreed by Kaplan in which case the PO will become effective upon signing by both parties of an Amended Scope of Work. The PO may not add or revise terms (“Changes”) unless agreed to in writing by Kaplan. If a PO makes Changes, Changes shall be void however the PO will remain otherwise effective.
2. Purchase orders, if any, must be received by the following deadlines: Classes: 4 weeks prior to the first class session; books and other hard-copy materials: 2 weeks prior to delivery; Digital Assets: 1 week prior to the start of the applicable access period.

**Section 4. Intellectual Property Matters**

4.1 Organization acknowledges that Services and all intellectual property rights thereto, including any derivative works, (collectively, “Kaplan IP”), are and shall remain the sole and exclusive property of Kaplan and its licensors. Where Services include access to online content and services (“Digital Assets”), Students, as well as teachers and administrators who reasonably require access to Services, (collectively, “Authorized Users”), receive personal, non-transferable licenses (“Licenses”) to Digital Assets. Kaplan IP may not be copied or reproduced in any way, and Authorized Users may not share their access credentials (username; password). Organization shall promptly notify Kaplan of any actual or suspected unauthorized access to, or infringement of, any Kaplan IP and Organization shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances. Organization shall promptly return to Kaplan any unauthorized copies of Kaplan IP that come into its possession or control.

4.2 Kaplan acknowledges and agrees that this Agreement does not confer on Kaplan any rights or license to the trademarks or any other intellectual properties of Organization, except as expressly authorized in this Agreement.

**Section 5. Confidential Information**

5.1 Confidentiality. During the Term of this Agreement and also for three (3) years thereafter, both Parties shall keep in strict confidence and shall not use for any purposes other than for such purposes granted or permitted under this Agreement any Confidential Information of the other party that comes into its possession pursuant to, as a result of, or in the performance of this Agreement. Confidential Information shall include all documents and communications that the disclosing party identified as confidential and all documents and communications that the receiving knew or should have known were regarded by the disclosing party at the time of disclosure. The Terms of this Agreement are also Confidential Information. The above confidentiality obligation shall not apply to any information that: (i) is generally known to the public without the default of the information-receiving party; (ii) is independently developed by the information-receiving party; (iii) the information-receiving party receives from a third party who has no confidential obligation for such information; (iv) is already known to the receiving party prior to receipt of such information; or (v) is disclosed pursuant to the valid and verifiable legal process of a government agency or a court of law.

5.2 Student Information. Organization shall be responsible for obtaining consent from or providing the appropriate disclosures to students/parents of students prior to sharing any student information with Kaplan in accordance with all relevant state or federal regulations and policies including the Family Educational Rights and Privacy Act (“FERPA”)(20 U.S.C. §1232g; 34 CFR Part 99).

## **Section 6. Relationship of the Parties**

Neither Kaplan nor its employees or agents are employees of Organization. Kaplan and Organization are entering into this Agreement as independent contractors. Neither Kaplan nor Organization intends this Agreement to be for the benefit of any third party. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and Organization.

## **Section 7. Notices**

Any communications or notices regarding this agreement and its terms must be sent by next-day delivery service (with proof of delivery) or mailed by certified or registered mail return receipt requested, to the address stated below or by facsimile transmission or electronic mail (provided there is confirmation thereof). Kaplan and Organization may change these designations by informing the other party in writing.

To Kaplan:

Kaplan K12 Learning Services, LLC  
750 Third Avenue, 7th Floor  
New York, NY 10017  
Attn: Lee Weiss, Vice President of Pre-College and K12 Programs  
Facsimile: 877-712-5487

With cc to:

Kaplan Test Prep  
750 Third Avenue, 7th Floor  
New York, NY 10017  
Attn: Matthew Griffin, General Counsel  
Facsimile: 212-208-0912

To Organization:

Paramount Unified School Dist  
15110 S California Ave  
Paramount, CA 90723  
Facsimile/Email: Please see *Section 12 – Authority* below

## **Section 8. Restrictions on Assignments; Successors and Assigns**

Neither this Agreement nor any of the rights or interests contained in this Agreement may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. However, either party may assign this Agreement (i) in connection with the sale, transfer or merger of that party in which that party is not the surviving entity, (ii) in connection with a sale or transfer of all or substantially all of the assets of that party or (iii) to an affiliated entity if such transferee entity is controlled by, or under common control with, the transferor; provided, in all cases, that the transferee entity agrees to be bound by the terms and conditions of this agreement.

## **Section 9. Choice of Law; Integration; Waiver**

This Agreement will be interpreted under New York law without regard to conflict of law principles. This Agreement, together with the Attachments hereto, constitutes the complete Agreement between Kaplan and Organization regarding the subject matter hereof, and supersedes all prior or contemporaneous verbal or written understandings or agreements not specifically incorporated into this Agreement. No modification of this Agreement is valid unless it is in writing and signed by an authorized representative from each party. No waiver of any breach or default is a waiver of any other breach or default. Oral amendments or waivers are not valid.

## **Section 10. Representations; Indemnification; Limitation of Liability**

- 10.1 Kaplan warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; (c) to the best of its knowledge, no Kaplan IP infringes any personal, intellectual property or other rights of any third party. Kaplan agrees to indemnify and hold harmless Organization and its trustees, officers, employees and agents from and against all claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) (collectively, "Claims") brought by third parties arising out of Kaplan's breach of this Agreement, Kaplan's breach of any warranties herein, or Kaplan's infringement of the intellectual property rights of any third party.
- 10.2 Organization warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; and (c) in performing its obligations hereunder, it will comply with all laws, rules and regulations of all governmental bodies having jurisdiction thereof. Organization agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all Claims brought by third parties arising out of or as a result of Organization's breach of this Agreement, Organization's breach of any warranties herein, Organization's disclosure of student information or records to Kaplan, and or injuries, damages or any other harms related to Facilities.
- 10.3 ALL SERVICES ARE PROVIDED "AS IS" AND KAPLAN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL KAPLAN BE LIABLE TO ORGANIZATION FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF KAPLAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT IS KAPLAN LIABLE TO SCHOOL FOR DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID BY SCHOOL TO KAPLAN.

## **Section 11. Miscellaneous**

- a. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement. A photocopied, scanned or faxed signature shall be treated as the same as an original signature to this Agreement.
- b. The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.
- c. Kaplan may identify Organization as a client of Kaplan in marketing materials.
- d. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them.

- e. In the event of a conflict in the provisions of this Agreement and any of the documents referenced below, the following shall prevail in the order set forth below:
  - 1. Terms and Conditions of this Agreement;
  - 2. Scope of Work;
  - 3. Purchase Order, if applicable.
  
- f. Kaplan shall not be liable for any damages caused by its failure or delay in performing its duties hereunder if such failure was due to causes beyond Kaplan's control, including, but not limited to, acts of God, acts of public enemy, acts of U.S. or foreign government, fires floods, earthquakes, epidemics, strikes, embargoes, or severely inclement weather condition.

**Section 12. Authority**

Each party represents and warrants to the other party that the person signing this Agreement is authorized to execute this Agreement on behalf of that party and has full authority to bind that party accordingly.

Organization must initial next to **one** of the below:

\_\_\_\_\_ A purchase order is attached to this Agreement and is incorporated by reference. Please include **Contract KSF-1705150959** on your purchase order.

\_\_\_\_\_ Organization will issue a Purchase Order by the following date: \_\_\_\_\_ and it is incorporated by reference. Please include **Contract KSF-1705150959** on your purchase order. (Please note the purchase order is needed at least four weeks prior to the start of classes).

\_\_\_\_\_ Organization does not need to issue a Purchase Order for the services in this Agreement; Organization is authorized to make payments based solely on the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date first above written.

**Paramount Unified School District**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Date: \_\_\_\_\_

**Kaplan K12 Learning Services, LLC**

By: \_\_\_\_\_  
 Name: Lee Weiss  
 Title: Vice President of Pre-College and K12 Programs

Date: \_\_\_\_\_

## Scope of Work

Services shall include the following:

### Kaplan-Taught Classes

#### SAT Prep - In Person

- **Services:**
  - Kaplan instructors to deliver classes to students according to the model below
  - Kaplan proctors to administer tests according to the model below
  - Site coordination to manage program logistics and implementation
- **Materials:**
  - Print-based **Course Book**
  - Print-based **Big Book of Practice Tests** (4 included)
  - Shipping of materials to the site
- **Licenses:**
  - Online student licenses for up to three (3) months for online multiple-choice scoring, reports, supplemental lessons, four (4) Kaplan practice tests (also included in the Big Book of Practice Tests), and four (4) additional Official College Board tests
  - Online educator licenses to access aggregate reports

Implementation Model					
<b># Sites</b>	1	<b># Classes</b>	1 (up to 25 students per class)	<b># Students</b>	Up to 25
<b>Subject</b>	SAT	<b>Program Duration</b>	September 09, 2017 to May 31, 2018	<b>Days Per Week</b>	Up to 2
<b>Instructional Sessions</b>	<u>Kaplan-led</u> 6 sessions (up to 3 hours per session and up to 18 hours total)	<b>Testing Sessions</b> (essay not included)	<u>Kaplan-led</u> 2 sessions (up to 3.5 hours per session and up to 7 hours total)	<b>Total Program Length</b>	8 sessions (up to 25 hours total)

#### Print-Based Materials - Self-Study

- **Kaplan Study Guide** - student book(s) for AP prep (please see price list for specific title to purchase)

**Fees:** Total fees = **\$93,704.20**. The breakdown of that amount is as follows:

Product Name	Quantity	Unit Price	Item Total*
Kaplan AP Study Guide: Biology - student book available to ship by mid-December 2017	340	\$15.99	\$5,436.60
Kaplan AP Study Guide: Calculus AB - student book available to ship by mid-December 2017	140	\$15.99	\$2,238.60
Kaplan AP Study Guide: U.S. History - student book available to ship by mid-February 2018	330	\$15.99	\$5,276.70
Kaplan AP Study Guide: World History - student book available to ship by mid-February 2018	160	\$15.99	\$2,558.40
SAT Prep – In Person ~25 hour class for up to 25 students with Course Books, tests, online assets/reports (6 3-hour classes led by Kaplan; 2 3.5-hour tests proctored by Kaplan and webgrid scored by students)	9	\$8,350.00	\$75,150.00
*Shipping rates of 10% (ground), 14% (second day), and 18% (overnight) may be charged on materials; if ground shipping is included, then 4% (second day) or 8% (overnight) may be charged on materials. If you have not sent Kaplan a tax exemption certificate in the last 12 months, please send to k12_operations@kaplan.com.	Subtotal**:		\$90,660.30
	Shipping*:	10%	\$1,551.03
	Tax**:	8.75%	\$1,492.87
	<b>Total**:</b>		<b>\$93,704.20</b>

**Paramount Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Kaplan K12 Learning Services, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Lee Weiss

Title: Vice President of Pre-College and K12 Programs

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Estimated Actuals Financial Report for 2016-17 and the Proposed Budget for 2017-18

## **BACKGROUND INFORMATION:**

Staff presents for the Board's consideration the 2016-17 Estimated Actuals Financial Report and the 2017-18 Proposed Budget of the Paramount Unified School District. For the current year, the District met its statutory obligation and is projected to end the year with the required level of reserve.

Under separate cover, for the Board's examination, are both the official 2016-17 Annual Financial Report and the 2017-18 Proposed Budget that will be provided to the public, school sites, and District departments.

The budget, once approved, will be submitted to the County Superintendent of Schools for review and recommended revisions consistent with the State Budget.

## **POLICY/ISSUE:**

Education Code Section 42100 – Requirements to Prepare and File Annual Statements

Education Code Section 42122 – Contents of Budget

Education Code Section 42123 – Itemization of Revenues and Expenditures

## **FISCAL IMPACT:**

As reflected in the budget.

## **STAFF RECOMMENDATION:**

Approve the Estimated Actuals Financial Report for 2016-17 and the Proposed Budget for 2017-18, and authorize submission to the County Superintendent of Schools. Authorize staff to make all budgeted transfers as appropriate throughout the year.

## **PREPARED BY:**

Patricia Tu, Director-Fiscal Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.1-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent of Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** 2016-17 Budget Adjustments as of May 31, 2017

## **BACKGROUND INFORMATION:**

Requests for budget adjustments are submitted for Board approval for various funds. The budget adjustments are self-balancing.

### **GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1000-1999	Certificated Salaries	\$ 12,317
3000-3999	Employee Benefits	2,067,528
7000-7999	Indirect Costs	70,297
8100-8299	Federal Revenues	47,706
8600-8799	Other Local Revenues	67,800
9790	Reserves	3,602,145
	<b>Total Transfer From:</b>	<b>\$ 5,867,793</b>

### **GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2000-2999	Classified Salaries	\$ 99,832
4000-4999	Books and Supplies	314,325
5000-5999	Services, Other Operating Expenses	4,531,021
6000-6999	Capital Outlay	922,615
	<b>Total Transfer To:</b>	<b>\$ 5,867,793</b>

**ACTION ITEM: 4.2-A**

**GENERAL FUND (01.0) – RESTRICTED – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
5000-5999	Services, Other Operating Expenses	\$ 219,782
6000-6999	Capital Outlay	2,217
8100-8299	Federal Revenues	116,545
8300-8599	Other State Revenues	974,571
8600-8799	Other Local Revenues	5,030
8910-8929	Transfers In	21,313
9790	Reserves	1,393,087
	<b>Total Transfer From:</b>	<b>\$ 2,732,545</b>

**GENERAL FUND (01.0) – RESTRICTED – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1000-1999	Certificated Salaries	\$ 277,200
2000-2999	Classified Salaries	1,337,780
3000-3999	Employee Benefits	267,176
4000-4999	Books and Supplies	810,995
7000-7999	Indirect Costs	39,394
	<b>Total Transfer To:</b>	<b>\$ 2,732,545</b>

**ADULT EDUCATION FUND (11.0) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1000-1999	Certificated Salaries	\$ 37,020
8600-8799	Other Local Revenues	1,673
9790	Reserves	253,915
	<b>Total Transfer From:</b>	<b>\$ 292,608</b>

**ADULT EDUCATION FUND (11.0) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2000-2999	Classified Salaries	\$ 27,409
3000-3999	Employee Benefits	9,611
4000-4999	Books and Supplies	1,410
5000-5999	Services, Other Operating Expenses	263
8300-8599	Other State Revenues	253,915
	<b>Total Transfer To:</b>	<b>\$ 292,608</b>

**CHILD DEVELOPMENT FUND (12.0) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
8300-8599	Other State Revenues	\$	28,000
9790	Reserves		6,000
	<b>Total Transfer From:</b>	<b>\$</b>	<b>34,000</b>

**CHILD DEVELOPMENT FUND (12.0) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
1000-1999	Certificated Salaries	\$	6,841
2000-2999	Classified Salaries		17,004
3000-3999	Employee Benefits		1,088
4000-4999	Books and Supplies		4,140
5000-5999	Services, Other Operating Expenses		250
7000-7999	Indirect Costs		1,386
8600-8799	Other Local Revenues		3,291
	<b>Total Transfer To:</b>	<b>\$</b>	<b>34,000</b>

**CAFETERIA FUND (13.0) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
9790	Reserves	\$	190,816
	<b>Total Transfer From:</b>	<b>\$</b>	<b>190,816</b>

**CAFETERIA FUND (13.0) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
2000-2999	Classified Salaries	\$	159,111
3000-3999	Employee Benefits		31,705
	<b>Total Transfer To:</b>	<b>\$</b>	<b>190,816</b>

**BUILDING (BOND) FUND (21.0) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
6000-6999	Capital Outlay	\$	750
	<b>Total Transfer From:</b>	<b>\$</b>	<b>750</b>

**BUILDING (BOND) FUND (21.0) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
5000-5999	Services, Other Operating Expenses	\$	750
	<b>Total Transfer To:</b>	<b>\$</b>	<b>750</b>

**HEALTH & WELFARE FUND (67.0) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
9790	Reserves	\$	117,834
	<b>Total Transfer From:</b>	<b>\$</b>	<b>117,834</b>

**HEALTH & WELFARE FUND (67.0) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>		<b><u>Amount</u></b>
5000-5999	Services, Other Operating Expenses	\$	117,834
	<b>Total Transfer To:</b>	<b>\$</b>	<b>117,834</b>

**POLICY/ISSUE:**

Board Policy 3150 - Budget as Spending Plan

**FISCAL IMPACT:**

As reflected in the 2016-17 Revised Budget as shown above.

**STAFF RECOMMENDATIONS:**

Approve the 2016-17 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Child Development Fund, Cafeteria Fund, Building Fund, and Health & Welfare Fund.

**PREPARED BY:**

Patricia Tu, Director-Fiscal Services

**DISTRICT PRIORITY 9:**

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

PARAMOUNT UNIFIED SCHOOL DISTRICT  
UNRESTRICTED GENERAL FUND (01)  
BUDGET REVISIONS  
2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date	07/01 - 08/31 Board Date	09/01 - 09/31 Board Date	10/01 - 10/31 Board Date	1st Interim Board Date	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	Final Budget
				9/1/21/16	9/28/16	10/24/16	11/14/16	12/12/16	01/23/17	02/27/17	03/27/17	5/08/17	5/22/17	6/26/17	
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ 155,075,350					379,421		48,588	521,174		(121,068)		155,857,877
4	Federal Revenues	8100-8299	\$ 53,833					2,985,489	193,020		(48,719)			47,706	101,408
5	Other State Revenues	8300-8599	\$ 2,716,720				171,318		10,000			170,000		67,800	5,895,229
6	Other Local Revenues	8600-8799	\$ 580,035												999,153
7	<b>A. Total Revenues</b>		<b>\$ 158,423,938</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 171,318</b>	<b>\$ 3,364,910</b>	<b>\$ 203,020</b>	<b>\$ 48,588</b>	<b>\$ 472,455</b>	<b>\$ 170,000</b>	<b>\$ (121,068)</b>	<b>\$ 115,506</b>	<b>\$ 162,853,667</b>
8															
9	Expenditures:														
10	Certificated Salaries	1000-1999	\$ 65,869,909		86,479	23,046	53,194	223,291	29,315	62,071	2,042,379	7,199	45,859	(12,317)	68,430,425
11	Classified Salaries	2000-2999	\$ 14,946,716		12,912	26,771	45,200	(160,375)	9,119	(4,909)	18,617	62,579	336,631	99,832	15,393,083
12	Employee Benefits	3000-3999	\$ 33,022,530		19,222	25,535	77,813	(563,811)	9,299	(207,439)	(226,033)	(11,220)	(73,369)	(2,067,528)	30,004,979
13	Books and Supplies	4000-4999	\$ 9,829,269		352,147	45,110	32,817	47,733	(161,644)	272,907	(345,592)	(608,719)	(27,715)	314,325	9,850,438
14	Services, Other Operating Expenses	5000-5999	\$ 13,545,051		(539,551)	231,288	(223,511)	1,096,233	147,882	(141,659)	87,357	(604,250)	(570,632)	4,531,021	17,362,029
15	Capital Outlay	6000-6999	\$ 6,144,794		110,911	(197,000)	3,386	(1,027,200)	69,000	(73,000)	(10,000)	1,272,600	726,200	922,615	7,942,306
16	Other Outgo	7100-7299	\$ 100,000												100,000
17	Indirect Costs	7300-7399	\$ (963,365)				82,275	29,175		(25,103)	(5,169)		(70,297)		(952,484)
18	<b>B. Total Expenditures</b>		<b>\$ 142,297,904</b>	<b>\$ -</b>	<b>\$ 42,120</b>	<b>\$ 154,750</b>	<b>\$ 70,974</b>	<b>\$ (354,954)</b>	<b>\$ 102,771</b>	<b>\$ (117,132)</b>	<b>\$ 1,561,559</b>	<b>\$ 218,189</b>	<b>\$ 436,954</b>	<b>\$ 3,717,651</b>	<b>\$ 148,130,786</b>
19															
20	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 16,131,034</b>	<b>\$ -</b>	<b>\$ (42,120)</b>	<b>\$ (154,750)</b>	<b>\$ 100,344</b>	<b>\$ 3,719,864</b>	<b>\$ 100,249</b>	<b>\$ 165,720</b>	<b>\$ (1,089,104)</b>	<b>\$ (48,189)</b>	<b>\$ (558,022)</b>	<b>\$ (3,602,145)</b>	<b>\$ 14,722,881</b>
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929													
25	E. Transfers Out	7610-7629	\$ 1,545,000												\$ -
26	F. Financing Sources	8930-8979													\$ -
27	G. Financing Uses	7630-7699													\$ -
28	H. Flexibility Transfers	8997													\$ -
29	I. Flexibility Transfers	8998													\$ -
30	J. Contributions to Res. Programs	8980-8999	\$ (18,039,522)				243,280			8,410	(363,209)				(18,141,041)
31	<b>K. Total, Other Sources/Uses</b>		<b>\$ (19,584,522)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 243,280</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,410</b>	<b>\$ (363,209)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (16,596,041)</b>
32															
33	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ (3,453,489)</b>	<b>\$ -</b>	<b>\$ (42,120)</b>	<b>\$ (154,750)</b>	<b>\$ 343,624</b>	<b>\$ 3,719,864</b>	<b>\$ 100,249</b>	<b>\$ 174,130</b>	<b>\$ (1,442,313)</b>	<b>\$ (48,189)</b>	<b>\$ (558,022)</b>	<b>\$ (3,602,145)</b>	<b>\$ (4,963,160)</b>
34															
35															
36	Beginning Balance		\$ 29,821,954	\$ 40,900,660	\$ 40,900,660	\$ 40,900,660	\$ 40,900,660	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609	\$ 37,127,609
37	Ending Balance		\$ 26,368,466	\$ 40,900,660	\$ 40,858,540	\$ 40,703,790	\$ 41,047,414	\$ 44,767,278	\$ 44,867,527	\$ 45,041,657	\$ 43,599,344	\$ 43,551,155	\$ 42,983,133	\$ 39,390,988	\$ 39,390,988
38															
39															

PARAMOUNT UNIFIED SCHOOL DISTRICT  
**RESTRICTED GENERAL FUND (01)**  
 BUDGET REVISIONS  
 2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01-12/31 Board Date 01/23/17	1/1-1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1-3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1-5/31 Board Date 6/26/17	Final Budget
2	Revenues:														
3	Revenue Limit Sources														
4	Federal Revenues	8010-8099	\$ -												
5	Other State Revenues	8100-8299	\$ 8,820,931				2,253,416	(146,158)	(20,432)	5,443	167,774		(44,499)	116,545	\$ 11,319,610
6	Other Local Revenues	8300-8599	\$ 8,766,837				606,731	(146,158)	(20,432)	639,726			20,322	974,571	\$ 10,841,597
7	A. Total Revenues	8600-8799	\$ 1,310,401				240,889	280	25,470	7,829	4,333	775	(24,177)	5,030	\$ 1,605,146
8			\$ 18,898,169				\$ 3,101,036	\$ (145,878)	\$ 5,038	\$ 652,998	\$ 172,107	\$ 775	\$ (24,177)	\$ 1,096,146	\$ 23,766,353
9	Expenditures:														
10	Certificated Salaries	1000-1999	\$ 13,347,341				412,755		113,438	56,656	291,785	(3,767)	(4,648)	277,200	\$ 14,483,731
11	Classified Salaries	2000-2999	\$ 6,825,890				190,747		5,557	(38,270)	21,466	(23,132)		1,337,780	\$ 8,361,777
12	Employee Benefits	3000-3999	\$ 7,248,665				207,097	45,154	30,869	13,045	67,799	(63,436)	(665)	267,176	\$ 7,834,141
13	Books and Supplies	4000-4999	\$ 2,688,054				2,105,893	14,311	(155,367)	350,720	216,963	139,470	78,794	810,995	\$ 6,369,151
14	Services, Other Operating Expenses	5000-5999	\$ 6,835,056				(162,411)	(30,010)	30,973	11,195	(52,232)	(7,560)	(77,476)	(219,782)	\$ 7,579,153
15	Capital Outlay	6000-6999	\$ 388,929						209,003		(3,377)	(60,740)	(10,000)		\$ 490,445
16	Other Outgo	7100-7299	\$ 80,000											(80,000)	\$ -
17	Indirect Costs	7300-7399	\$ 727,305				(20,194)	(29,175)		18,999	5,169		(9,982)	119,394	\$ 811,326
18	B. Total Expenditures		\$ 38,141,240				\$ 2,733,887	\$ 280	\$ 25,470	\$ 621,348	\$ 549,963	\$ 775	\$ (24,177)	\$ 2,510,546	\$ 45,929,724
19															
20	C. Excess (Deficiency) of Revenues		\$ (19,243,071)				\$ 367,149	\$ (146,158)	\$ (20,432)	\$ 31,650	\$ (377,456)	\$ -	\$ -	\$ (1,414,400)	\$ (22,163,371)
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	\$ -											21,313	\$ 21,313
25	E. Transfers Out	7610-7629	\$ -												\$ -
26	F. Financing Sources	8930-8979	\$ -												\$ -
27	G. Financing Uses	7630-7699	\$ -												\$ -
28	H. Flexibility Transfers	8997	\$ -												\$ -
29	I. Flexibility Transfers	8998	\$ -												\$ -
30	J. Contributions to Res. Programs	8980-8999	\$ 18,039,522				(243,280)			(8,410)	353,209				\$ 18,141,041
31	K. Total, Other Sources/Uses		\$ 18,039,522				\$ (243,280)			\$ (8,410)	\$ 353,209			\$ 21,313	\$ 18,162,354
32															
33	Net Increase (Decrease) in Fund Balance		\$ (1,203,549)				\$ 123,869	\$ (146,158)	\$ (20,432)	\$ 23,240	\$ (24,247)	\$ -	\$ -	\$ (1,393,087)	\$ (4,001,017)
34															
35															
36	Beginning Balance		\$ 1,891,665	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817	\$ 7,287,817
37	Ending Balance		\$ 688,116	\$ 7,287,817	\$ 6,116,233	\$ 5,927,164	\$ 6,051,033	\$ 5,904,875	\$ 5,884,443	\$ 5,907,683	\$ 5,883,436	\$ 5,883,436	\$ 5,883,436	\$ 4,490,349	\$ 4,490,349
38															

PARAMOUNT UNIFIED SCHOOL DISTRICT  
**ADULT EDUCATION FUND (11)**  
 BUDGET REVISIONS  
 2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01-12/31 Board Date 01/23/17	1/1-1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1-3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1-5/31 Board Date 6/26/17	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	-												
4	Federal Revenues	8100-8299	716,833				(7,763)			169,526					878,596
5	Other State Revenues	8300-8599	3,104,598			1,215	2,978,094		257	1,191		1,377	1,336	(253,915)	6,082,692
6	Other Local Revenues	8600-8799	268,500				2,630								278,179
7	<b>A.Total Revenues</b>		<b>\$ 4,089,931</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,215</b>	<b>\$ 2,972,961</b>	<b>\$ -</b>	<b>\$ 257</b>	<b>\$ 170,717</b>	<b>\$ -</b>	<b>\$ 1,377</b>	<b>\$ 1,336</b>	<b>\$ (252,242)</b>	<b>\$ 7,237,794</b>
8	Expenditures:														
9	Certified Salaries	1000-1999	824,706				317,787		(21,077)		310,126	160,032	(95)	(37,020)	1,591,479
10	Classified Salaries	2000-2999	574,616				21,235		(3,923)	27,409	(38,130)	13,948	-	27,409	571,669
11	Employee Benefits	3000-3999	469,123				51,294		(3,923)		46,628	33,254	95	9,611	586,471
12	Books and Supplies	4000-4999	88,000				(802)				(67,065)	56,346	836	1,410	267,662
13	Services, Other Operating Expenses	5000-5999	1,803,438			85,437	2,581,416	7,000	(25,000)	48,663	(5,416)	165,007	500	263	4,592,583
14	Capital Outlay	6000-6999	25,000			(5,000)	60,577			(15,000)	(65,577)				-
15	Other Outgo	7100-7299	-												-
16	Indirect Costs	7300-7399	136,548				(58,548)			1,416		69,365			148,781
17	<b>B.Total Expenditures</b>		<b>\$ 3,921,431</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,437</b>	<b>\$ 2,972,959</b>	<b>\$ -</b>	<b>\$ 257</b>	<b>\$ 170,717</b>	<b>\$ 180,576</b>	<b>\$ 496,952</b>	<b>\$ 1,336</b>	<b>\$ 1,673</b>	<b>\$ 7,768,665</b>
18	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 168,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (23,222)</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (180,576)</b>	<b>\$ (495,575)</b>	<b>\$ -</b>	<b>\$ (253,915)</b>	<b>\$ (530,871)</b>
19	<b>Over Expenditures</b>														
20	Other Financing Sources/Uses														
21	D. Transfers In	8910-8929	-												-
22	E. Transfers Out	7610-7629	-												-
23	F. Financing Sources	8930-8979	-												-
24	G. Financing Uses	7630-7699	-												-
25	H. Contributions to Res. Programs	8980-8999	-												-
26	<b>I.Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
27	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ 168,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (23,222)</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (180,576)</b>	<b>\$ (495,575)</b>	<b>\$ -</b>	<b>\$ (253,915)</b>	<b>\$ (530,871)</b>
28	Beginning Balance			\$ 2,576,595	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095	\$ 2,744,095
29	Ending Balance			\$ 2,745,095	\$ 2,744,095	\$ 2,720,873	\$ 2,720,875	\$ 2,720,875	\$ 2,720,875	\$ 2,720,875	\$ 2,540,299	\$ 2,044,724	\$ 2,044,724	\$ 1,790,809	\$ 1,790,809

PARAMOUNT UNIFIED SCHOOL DISTRICT  
**CHILD DEVELOPMENT FUND (12)**  
 BUDGET REVISIONS  
 2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01-12/31 Board Date 01/23/17	1/1-1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1-3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1-5/31 Board Date 6/26/17	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ -												\$ -
4	Federal Revenues	8100-8299	\$ 304,257		(120,257)										\$ 184,000
5	Other State Revenues	8300-8599	\$ 2,052,651		120,257				112,216					28,000	\$ 2,360,080
6	Other Local Revenues	8600-8799	\$ 28,400								9,000			(3,291)	\$ 34,109
7	<b>A.Total Revenues</b>		<b>\$ 2,385,308</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,956</b>	<b>\$ -</b>	<b>\$ 112,216</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,709</b>	<b>\$ 2,578,189</b>
8	Expenditures:														
9	Certified Salaries	1000-1999	\$ 682,430						27,911		23,459			6,841	\$ 740,641
10	Classified Salaries	2000-2999	\$ 718,566						(24,369)		3,654			17,004	\$ 714,855
11	Employee Benefits	3000-3999	\$ 576,651			1,397			(61,182)		(28,666)			1,068	\$ 489,288
12	Books and Supplies	4000-4999	\$ 128,276		(200)	541	(71,503)		166,736	(65)	793	(2,050)		4,140	\$ 226,628
13	Services, Other Operating Expenses	5000-5999	\$ 176,473		200	(847)			(1,568)	65	800	2,050		250	\$ 177,423
14	Capital Outlay	6000-6999	\$ -												\$ -
15	Other Outlay	7100-7299	\$ -												\$ -
16	Indirect Costs	7300-7399	\$ 99,512				(3,343)		4,688					1,366	\$ 102,243
17	<b>B.Total Expenditures</b>		<b>\$ 2,381,908</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,091</b>	<b>\$ (74,846)</b>	<b>\$ -</b>	<b>\$ 112,216</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,709</b>	<b>\$ 2,451,078</b>
18	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 3,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,091)</b>	<b>\$ 121,802</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (6,000)</b>	<b>\$ 127,111</b>
19	Other Financing Sources/Uses														
20	D. Transfers In	8910-8929	\$ -												\$ -
21	E. Transfers Out	7610-7629	\$ -												\$ -
22	F. Financing Sources	8930-8979	\$ -												\$ -
23	G. Financing Uses	7630-7699	\$ -												\$ -
24	H. Contributions to Res. Programs	8980-8999	\$ -												\$ -
25	<b>I.Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
26	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ 3,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,091)</b>	<b>\$ 121,802</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (6,000)</b>	<b>\$ 127,111</b>
27	Beginning Balance		\$ 896,273	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598	\$ 710,598
28	Ending Balance		\$ 901,673	\$ 710,598	\$ 710,598	\$ 709,507	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 840,309	\$ 840,309	\$ 840,309	\$ 834,309	\$ 834,309

PARAMOUNT UNIFIED SCHOOL DISTRICT  
CAFETERIA FUND (61)  
BUDGET REVISIONS  
2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01 - 12/31 Board Date 01/23/17	1/1 - 1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1 - 3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1 - 5/31 Board Date 6/26/17	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ -												\$ -
4	Federal Revenues	8100-8299	\$ 8,646,350												\$ 8,646,350
5	Other State Revenues	8300-8599	\$ 688,794												\$ 688,794
6	Other Local Revenues	8600-8799	\$ 379,856												\$ 379,856
7	<b>A.Total Revenues</b>		<b>\$ 9,715,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,715,000</b>
8															
9	Expenditures:														
10	Certificated Salaries	1000-1999	\$ -												\$ -
11	Classified Salaries	2000-2999	\$ 3,548,022								8,550			159,111	\$ 3,715,683
12	Employee Benefits	3000-3999	\$ 1,571,939								(67,105)			31,705	\$ 1,516,539
13	Books and Supplies	4000-4999	\$ 4,317,127		(20,000)	(5,000)					78,555				\$ 4,370,682
14	Services, Other Operating Expenses	5000-5999	\$ 220,226		20,000	5,000	(38,264)	(1,030)	(30,000)	(13,987)	(2,166)				\$ 159,779
15	Capital Outlay	6000-6999	\$ -						30,000						\$ 30,000
16	Other Outgo	7100-7299	\$ -												\$ -
17	Indirect Costs	7300-7399	\$ -												\$ -
18	<b>B.Total Expenditures</b>		<b>\$ 9,657,314</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (38,264)</b>	<b>\$ (1,030)</b>	<b>\$ -</b>	<b>\$ (13,987)</b>	<b>\$ (2,166)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,816</b>	<b>\$ 9,792,683</b>
19															
20	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 57,686</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,264</b>	<b>\$ 1,030</b>	<b>\$ -</b>	<b>\$ 13,987</b>	<b>\$ 2,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (190,816)</b>	<b>\$ (77,683)</b>
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	\$ -												\$ -
25	E. Transfers Out	7610-7629	\$ -												\$ -
26	F. Financing Sources	7930-8979	\$ -												\$ -
27	G. Financing Uses	7630-7699	\$ -												\$ -
28	H. Contributions to Res. Programs	8980-8999	\$ -												\$ -
29	<b>I.Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
30															
31	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ 57,686</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,264</b>	<b>\$ 1,030</b>	<b>\$ -</b>	<b>\$ 13,987</b>	<b>\$ 2,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (190,816)</b>	<b>\$ (77,683)</b>
32															
33															
34	Beginning Balance		\$ 953,986	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954	\$ 737,954
35	Ending Balance		\$ 1,011,672	\$ 737,954	\$ 737,954	\$ 737,954	\$ 776,218	\$ 777,248	\$ 777,248	\$ 791,235	\$ 793,401	\$ 793,401	\$ 793,401	\$ 602,585	\$ 602,585

PARAMOUNT UNIFIED SCHOOL DISTRICT  
**BUILDING FUND (21)**  
 BUDGET REVISIONS  
 2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
				Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01-12/31 Board Date 01/23/17	1/1-1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1-3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1-5/31 Board Date 6/26/17	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ -												\$ -
4	Federal Revenues	8100-8299	\$ -												\$ -
5	Other State Revenues	8300-8599	\$ -												\$ -
6	Other Local Revenues	8600-8799	\$ 10,000								8,000				18,000
7	<b>A.Total Revenues</b>		<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,000</b>
8	Expenditures:														
9	Certificated Salaries	1000-1999	\$ -												\$ -
10	Classified Salaries	2000-2999	\$ -												\$ -
11	Employee Benefits	3000-3999	\$ -												\$ -
12	Books and Supplies	4000-4999	\$ -												\$ -
13	Services, Other Operating Expenses	5000-5999	\$ -		5,000				6,008		(250)	250,000		750	261,508
14	Capital Outlay	6000-6999	\$ -		299,540				723,049			(250,000)		(750)	771,839
15	Other Outlay	7100-7299	\$ -												\$ -
16	Indirect Costs	7300-7399	\$ -												\$ -
17	<b>B.Total Expenditures</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 304,540</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 729,057</b>	<b>\$ -</b>	<b>\$ (250)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,033,347</b>
18	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ (304,540)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (729,057)</b>	<b>\$ -</b>	<b>\$ 8,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,015,347)</b>
19	Other Financing Sources/Uses														
20	D. Transfers In	8910-8929	\$ -												\$ -
21	E. Transfers Out	7610-7629	\$ -												\$ -
22	F. Financing Sources	8930-8979	\$ -												\$ -
23	G. Financing Uses	7630-7699	\$ -												\$ -
24	H. Contributions to Res. Programs	8980-8999	\$ -												\$ -
25	<b>I.Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (729,057)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
26	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ (304,540)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (729,057)</b>	<b>\$ -</b>	<b>\$ 8,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,015,347)</b>
27	Beginning Balance		\$ 2,846,584	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294	\$ 2,472,294
28	Ending Balance		\$ 2,856,584	\$ 2,472,294	\$ 2,167,754	\$ 2,167,754	\$ 2,167,754	\$ 2,167,754	\$ 1,438,697	\$ 1,438,697	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947

PARAMOUNT UNIFIED SCHOOL DISTRICT  
**SELF INSURANCE FUND-Health Welfare (67.0)**  
 BUDGET REVISIONS  
 2016-2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date 12/12/16	12/01-12/31 Board Date 01/23/17	1/1-1/31 Board Date 02/27/17	2nd Interim Board Date 03/27/17	3/1-3/31 Board Date 5/08/17	04/01 - 04/31 Board Date 5/22/17	5/1-5/31 Board Date 6/26/17	
2	<b>Revenues:</b>														
3	Revenue Limit Sources	8010-8099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Federal Revenues	8100-8299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Other State Revenues	8300-8599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Other Local Revenues	8600-8799	\$ 23,200,871	\$ 23,200,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (995,304)	\$ -	\$ -	\$ -	\$ -	\$ -
7	<b>A.Total Revenues</b>		<b>\$ 23,200,871</b>	<b>\$ 23,200,871</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (995,304)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,205,567</b>
8	<b>Expenditures:</b>														
9	Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Books and Supplies	4000-4999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Services, Other Operating Expenses	5000-5999	\$ 23,200,871	\$ 23,200,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (995,304)	\$ -	\$ -	\$ -	\$ -	\$ -
14	Capital Outlay	6000-6999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Other Outgo	7100-7299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Indirect Costs	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	<b>B.Total Expenditures</b>		<b>\$ 23,200,871</b>	<b>\$ 23,200,871</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (995,304)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 117,834</b>	<b>\$ 22,323,401</b>
18															
19															
20	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (117,834)</b>	<b>\$ (117,834)</b>
21	<b>Over Expenditures</b>														
22															
23	<b>Other Financing Sources/Uses</b>														
24	D. Transfers In	8910-8929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	E. Transfers Out	7610-7629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	F. Financing Sources	8930-8979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	G. Financing Uses	7630-7699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	H. Contributions to Res. Programs	8980-8999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	<b>I.Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
30															
31	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (117,834)</b>	<b>\$ (117,834)</b>
32															
33															
34	<b>Beginning Balance</b>		<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>
35	<b>Ending Balance</b>		<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 559,306</b>	<b>\$ 441,472</b>	<b>\$ 441,472</b>

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Resolution 16-37, the Education Protection Account

## **BACKGROUND INFORMATION:**

The Education Protection Account (EPA) is the vehicle for collecting and distributing funds which are generated by the temporary tax increases authorized by Proposition 30 and further extended by Proposition 55. Similar to local property taxes, districts' State Aid is reduced by one dollar for each dollar received from the EPA.

The funds received from the EPA cannot be used for salaries or benefits for administrators or any other administrative cost. Therefore, staff is recommending that the 2017-18 EPA funds be used for teacher salaries.

EPA funds will be paid in four quarterly payments, made at the end of each quarter in September, December, March and June.

## **POLICY/ISSUE:**

California Constitution – Article XIII, Section 36

## **FISCAL IMPACT:**

None.

## **STAFF RECOMMENDATION:**

Adopt Resolution 16-37, determining that all Education Protection Account funds shall be used to pay teacher salaries.

## **PREPARED BY:**

Patricia Tu, Director-Fiscal Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.3-A**

# PARAMOUNT UNIFIED SCHOOL DISTRICT

## RESOLUTION 16-37

### The Education Protection Account

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the State General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Fiscal Services shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10 days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the Governing Board of the District shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Governing Board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its website as accounting of how much money was received from the Education Protection Account and how it was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 35 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**THEREFORE, BE IT RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of the Paramount Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the Paramount Unified School District has determined to spend the monies received from the Education Protection Act on teacher salaries and fringe benefits.

**ADOPTED** this 26<sup>th</sup> day of June, 2017.

---

Linda Garcia, President  
Board of Education

---

Vivian Hansen, Vice President  
Board of Education

---

Alicia Anderson, Member  
Board of Education

---

Sonya Cuellar, Member  
Board of Education

---

Tony Peña, Member  
Board of Education

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Agreement for Services with The Kendrick Group, LLC for 2017-2018 and Submission of E-Rate Applications for 2018-19

Applying for E-Rate funding is an annual application and approval process that brings needed funding to the District for technology and other purposes. Timelines and application procedures for E-Rate remain complex; therefore, staff is recommending the renewal of the contract with the Kendrick Group, LLC to manage the application process. Over the past fifteen years, The Kendrick Group has played a vital role in the District's filing of applications for E-Rate discounts for both Priority 1 Telecom (telephone and internet) and Priority 2 Internal Connections (cabling and network equipment).

The Kendrick Group, LLC will continue previous funding-year close-outs and will produce and submit the 2018-19 applications. The Kendrick Group has agreed to reduce their fee to \$32,500, a \$2,500 savings from last year. The District receives a very favorable price for these services; most E-Rate consultants charge a percentage, which would increase the cost to the District substantially. The services to be provided from July 1, 2017 through June 30, 2018 will include a review of the best way to structure the applications, compilation of all telecom and project information for internal connections, filing all necessary forms with the Schools and Libraries Division (SLD), and expediting the approval process. The Kendrick Group, LLC will also act as the contact for problem resolutions with the SLD and will represent the District in service substitutions, appeals, and audit processes, as needed.

It is estimated that the District will have utilized approximately \$33 million in network cabling, equipment, and services over the last fifteen years. Funding has been utilized for ongoing network cabling, network services District-wide, and equipment replacement at all sites and the District Office.

If the 2018-19 funding is approved for Priority 1 Telecom, the District will benefit by up to \$304,239 in discounted telephone and data services. The following chart outlines key dates for the District in this year's E-Rate application process.

**ACTION ITEM: 4.4-A**

Critical Dates	Activity
9/15/2017	All District phone and data circuit bills for FY 2016 submitted to consultant.
10/6/2017	Consultant electronically files all necessary Form 472s with the SLD for FY 2016. This form is an invoice to the SLD for Paramount to receive funds.
10/13/2017	Form 472s certified online through the SLD.
11/1/2017	Request for services, Form 470 filed with the SLD. This form generally outlines all the services and equipment the District is asking for.
11/10/2017	Form 470 certified online through the SLD.
2/12/2018	All quotes for cabling and network equipment submitted to consultant.
2/12/2018	Board approves all Purchase Orders and contracts (contingent on funding approval).
3/9/2018	Consultant electronically files all Form 471s with the SLD detailing network cabling and equipment, vendors, and costs.
3/16/2018	All Form 471s certified online through the SLD.
June 2018	Earliest approvals for funding received.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

\$32,500 from budgeted Technology Department funds

**STAFF RECOMMENDATION:**

Approve the 2017-18 contract agreement with The Kendrick Group, LLC to provide services for E-Rate filings for all District schools, and authorize staff to submit the 2018-19 E-Rate applications, as appropriate, to meet all deadlines.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 3:**

Use technology to manage information throughout the District.



# The Kendrick Group, LLC.

“Integrating Technology and Education”

<http://educationrate.com>

---

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the “Agreement”) dated February 21, 2017, by and between The Kendrick Group, LLC (“Consultant”) and Paramount Unified School District (“Client”) (collectively the “Parties”).

The Parties agree as follows:

### 1. SERVICES:

Consultant will perform the consulting services described below (the “Services”):

Manage the Client’s E-Rate compliance including the preparation and filing of all USAC required forms. Act as the Client’s agent in communication with USAC in the processing of funding applications. File any SLD appeals and work with the Client on FCC appeals if any are required. Provide the Client with use of Educationrate.com Online Services.

### 2. TIME OF COMPLETION:

The Services are ongoing, and shall be performed as requested by Client for the duration of the term of this Agreement and based on the schedule set by the Schools and Libraries Program of the Universal Service Fund.

### 3. WORKPLACE:

When performing the Services, the work product generated by the Consultant will be considered performed outside of California. The Kendrick Group, LLC is a Delaware LLC. Delivery of work product to the Client will be via electronic transmission and does not constitute a nexus to work being performed in the State of California.

### 4. PAYMENT:

Client shall pay Consultant for the material and labor to be performed under this Agreement the sum of Thirty-Two Thousand and Five Hundred Dollars (\$32,500).

The payment(s) shall be paid in the following manner:

Client will pay six payments of \$5,000 and a single payment of \$2,500 for a total of \$32,500, upon being invoiced by Consultant. Payments shall be paid within 30 days of invoice date.

**5. TERM:**

The term of this Agreement shall begin on July 1, 2017, and shall expire on June 30, 2018.

**6. NOTICE:** Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

**If to Client:**

Paramount Unified School District  
15110 California Ave  
Paramount, CA 90723-4378

**If to Consultant:**

The Kendrick Group, LLC.  
PO Box 1329  
Pelham, AL, 35124-5329

**7. HOLD HARMLESS:**

The Parties each hereto agree to hold the other Party harmless from all liability or damage actual or alleged to persons or property arising out of or resulting from negligent acts or omissions of the Consultant or Client except when the same shall arise due to the willful misconduct or gross negligence of either party is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

**8. E-BINDER and TOOLS**

Consultant shall provide Client with web based tools to monitor E-Rate funding and the process of application(s). Such tools are provided free of charge and may be modified or changed by Consultant with or without notice. The E-Binder shall be provided free of charge and will allow the storage of E-Rate documents on the Consultant's servers. The maximum free storage is 200 Gb. Additional storage is available upon request for an additional fee. The Client will designate a person or persons who will have access. Consultant will provide login credentials to those people designated by the Client upon request. Data will be stored for ten (10) years or upon the non-renewal of the contract. A DVD disk will be provided 90 days after the non-renewal. Data is backed up daily. Data is subject to loss and Consultant is only liable for the amount of monies the Client has paid for these services. Consultant is not responsible for outages cause by Acts of God, third party hardware or infrastructure failure, or failure of AWS hardware or software.

**9. GENERAL PROVISIONS:**

- (a) All work shall be completed in a professional and workmanship like manner, and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Consultant warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees.

- (d) In the event Client shall fail to pay any periodic or installment payment due hereunder, Consultant may cease work without breach pending payment or resolution of dispute. In the event of Client's breach for nonpayment, Client will pay all reasonable costs and fees for the collection of unpaid balance of Consultant's fee.
- (e) Consultant shall not be liable for any delay due to circumstance beyond its control.
- (f) Consultant is an independent Consultant and not an employee of Client.
- (g) Both Consultant and Client must sign any changes to this document.
- (h) This Agreement shall be construed in accordance with the laws of the state of Delaware.
- (i) Neither the Client nor the Consultant may assign this Agreement without prior written consent from the non-assigning party.
- (j) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (k) This Agreement constitutes the entire agreement between the Client and the Consultant, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- (l) Signatures/E-delivery. A manually or electronically signed copy of this Agreement or any other Transaction Documents delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually or electronically signed copy of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first written above.

**CONSULTANT:**

**CLIENT:**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lynn Kendrick  
Name (please print)

\_\_\_\_\_  
Name (please print)

Managing Partner  
Title (if applicable)

\_\_\_\_\_  
Title (if applicable)

Date February 21, 2017

\_\_\_\_\_  
Date

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Sale, Disposal or Recycle of Surplus Property

## **BACKGROUND INFORMATION:**

The District is in possession of equipment, furniture, and machinery that are obsolete and not in use. The sale or disposal of surplus property would give the District much-needed storage space at the warehouse. Some electronic equipment may be recycled, which may possibly generate income. The attached list of surplus property includes furniture, fixtures, and electronic equipment.

The sale will be conducted on a date to be determined. The public will be notified of the sale through a local newspaper seven days prior to the event.

Upon completion of the sale at the warehouse site, these items will be purged from the equipment inventory of the District for insurance and auditing purposes.

## **POLICY/ISSUE:**

Board Policy 3260 – Sale and Disposal of Books, Equipment and Supplies

## **FISCAL IMPACT:**

Income to be determined after sale.

## **STAFF RECOMMENDATION:**

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.

## **PREPARED BY:**

Cindy DiPaola, Director-Operations

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.5-A**

**OBSELETE AND/OR UNUSABLE FURNITURE/EQUIPMENT ITEMS  
FOR SURPLUS PICKUP**

PUSD TAG #	DESCRIPTION	SERIAL #	PUSD TAG #	DESCRIPTION	SERIAL #
34004	HP LAPTOP	CNU642OR86	N/A	SONY STILL CAMERA	MVC-CD350
33955	HP LAPTOP	CNU6421SX9	CA-1096	APPLE QUICKTAKE 150	M2613
28276	HP LAPTOP	CNU6076LW	CA-1021	PANASONIC RECORDER	4YA05692
N/A	HP LAPTOP	CNU61628F1	VCR-1451	SHARP VIDEO CAMERA	VL-E42
N/A	HP LAPTOP	CNU8072KCJ	37824	HP LAPTOP	N/A
37045	DUKANE PROJECTOR	1520402	25936	COMPUTER TOWER	N/A
33270	DUKANE PROJECTOR	N/A	29001	HP LAPTOP	N/A
33286	DUKANE PROJECTOR	N/A	26168	COMPUTER TOWER	N/A
25487	ELMO PROJECTOR	556326	32387	HP LAPTOP	N/A
33263	SHARP PROJECTOR	60191913	33728	HP LAPTOP	N/A
37051	SHARP PROJECTOR	601911863	29173	COMPUTER TOWER	N/A
37035	SHARP PROJECTOR	601911834	29104	HP LAPTOP	N/A
27401	SHARP PROJECTOR	601911173	45334	HP LAPTOP	N/A
27400	SHARP PROJECTOR	601911733	37824	HP LAPTOP	N/A
28019	SHARP PROJECTOR	601912063	25936	HP LAPTOP	N/A
33297	SHARP PROJECTOR	601911829	29039	HP LAPTOP	N/A
33266	SHARP PROJECTOR	601911666	37776	HP LAPTOP	N/A
27407	SHARP PROJECTOR	601911846	26111	HP LAPTOP	N/A
33340	SHARP PROJECTOR	60191184	29040	HP LAPTOP	N/A
27406	SHARP PROJECTOR	601912000	29050	HP LAPTOP	N/A
27405	SHARP PROJECTOR	601911878	29037	HP LAPTOP	N/A
25471	PROXIMA PROJECTOR	ALKN41300133	33429	HP LAPTOP	N/A
25288	PROXIMA PROJECTOR	ALKN41800066	29001	HP LAPTOP	N/A
26417	PROXIMA PROJECTOR	ALKN43600426	26168	HP LAPTOP	N/A
33288	PROXIMA PROJECTOR	ALKN02019800	33846	HP LAPTOP	N/A
23395	COMPAQ LAPTOP	9X35KQDZ63EU	45333	HP LAPTOP	N/A
24576	HP LAPTOP	2UA413P1CB	45087	HP LAPTOP	N/A
24582	HP LAPTOP	2UA413P1CB	33728	HP LAPTOP	N/A
27201	HP LAPTOP	CNU6140706	37876	HP LAPTOP	N/A
36508	EPSON PROJECTOR	PAAF1704432	45336	HP LAPTOP	N/A
33302	HP LASERJET PRINTER	CNBC78Q031	45335	HP LAPTOP	N/A
N/A	CISCO TELEPHONE	1NM08217UJ7	29049	HP LAPTOP	N/A
25314	COMPUTER TOWER	N/A	29042	HP LAPTOP	N/A
31462	COMPUTER TOWER	N/A	23138	HP LASERJET PRINTER	N/A
33255	COMPUTER TOWER	N/A	N/A	HP DESKJET PRINTER	MYOCC12020
31464	COMPUTER TOWER	N/A	31623	COMPUTER MONITOR	S10624700074
19116	COMPUTER TOWER	N/A	34542	COMPUTER MONITOR	S030K01250044
28201	COMPUTER TOWER	N/A	31613	COMPUTER MONITOR	S10624700041
28023	COMPUTER TOWER	N/A	N/A	HP DESKJET PRINTER	SG6AH2123N
31936	TATUNG MONITOR	S127919320124	N/A	HP DESKJET PRINTER	SG62M2107G
N/A	TATUNG MONITOR	S10624700137	N/A	HP DESKJET PRINTER	N/A
21332	MGC MONITOR	61D204410114	32151	COMPUTER MONITOR	S029K04920104
N/A	TATUNG MONITOR	SO26917660028	27467	SHARP PROJECTOR	601911649
N/A	TATUNG MONITOR	6AS327680264	N/A	KEYBOARDS (34)	N/A
N/A	TATUNG MONITOR	SO16917200082	32170	COMPUTER TOWER	N/A
N/A	HP DESKJET PRINTER	MY3BD28288	34462	COMPUTER TOWER	N/A
BC 27410	KENWOOD RADIO	N/A	32174	COMPUTER TOWER	N/A
BC 31456	KENWOOD RADIO	N/A	31608	COMPUTER MONITOR	S10624700095
N/A	KENWOOD RADIO (3)	N/A	31609	COMPUTER MONITOR	S10624700047
N/A	MOTOROLA RADIO	N/A	31624	COMPUTER MONITOR	S10624700056
BC 31459	KENWOOD RADIO	TK-3200 L	31616	COMPUTER MONITOR	S10624700058
BC 12128	MOTOROLA RADIO	SP50	32127	COMPUTER MONITOR	S039K01650276
N/A	MOTOROLA RADIO	N/A	33974	COMPUTER TOWER	N/A

PUSD TAG #	DESCRIPTION	SERIAL #	PUSD TAG #	DESCRIPTION	SERIAL #
33980	COMPUTER TOWER	N/A	N/A	HP DESKJET PRINTER	MY2A12B29R66
33949	COMPUTER TOWER	N/A	N/A	HP DESKJET PRINTER	MY2A12B2D866
33990	COMPUTER TOWER	BQF70300BU	31188	HP DESKJET PRINTER	CNU74720SX
32011	COMPUTER TOWER	USNB94200029Z	29117	HP DESKJET PRINTER	CNU61709JD
22060	COMPAQ LAPTOP	1V28KQDZT08Z	28590	HP DESKJET PRINTER	CNU61709F9
37950	HP LAPTOP	CNV609116K	30694	HP DESKJET PRINTER	CNU7130ZDG
31692	COMPUTER MONITOR	N/A	30810	HP DESKJET PRINTER	CNU7160M3V
33967	COMPUTER TOWER	BQGF640001JY	30748	HP DESKJET PRINTER	CNU7160M06
33960	COMPUTER TOWER	BQGF640001MG	33757	HP DESKJET PRINTER	CNU81637V4
33989	COMPUTER TOWER	BQGF640001LV	37665	HP DESKJET PRINTER	CNU81637X7
27775	HP PRINTER	CNB1N07342	33363	COMPUTER DESKTOP	N/A
N/A	BOX OF HEADPHONES	N/A	28783	COMPUTER DESKTOP	N/A
30788	COMPAQ LAPTOP	CNU7160LYI	29044	COMPUTER DESKTOP	N/A
37903	COMPAQ LAPTOP	CNU6420R6G	30021	COMPUTER DESKTOP	N/A
N/A	COMPAQ LAPTOP	CNU6420RV8	29056	COMPUTER DESKTOP	N/A
34038	COMPAQ LAPTOP	CNU5480147	29092	COMPUTER DESKTOP	N/A
45369	COMPAQ LAPTOP	CNU54800ZZ	33439	COMPUTER DESKTOP	N/A
34040	COMPAQ LAPTOP	CNU548017K	25930	COMPUTER DESKTOP	N/A
36105	HP PROBOOK	N/A	29380	COMPUTER DESKTOP	N/A
33916	COMPAQ LAPTOP	CNU548012B	23183	COMPUTER DESKTOP	N/A
27557	NOTEVISION PROJECTOR	601912090	37806	COMPUTER DESKTOP	N/A
34225	COMPAQ LAPTOP	CNU5420DHE	33402	COMPUTER DESKTOP	N/A
28251	COMPAQ LAPTOP	CNU548012P	35457	COMPUTER DESKTOP	N/A
27151	COMPAQ LAPTOP	CNU6160WFP	37808	COMPUTER DESKTOP	N/A
27569	SHARP PROJECTOR	601911346	28824	COMPUTER DESKTOP	N/A
34027	COMPAQ LAPTOP	CNU5471K1P	33565	COMPUTER DESKTOP	N/A
34224	COMPAQ LAPTOP	CNU6420RD4	26125	COMPUTER DESKTOP	N/A
29051	COMPUTER DESKTOP	N/A	29198	COMPUTER DESKTOP	N/A
28781	COMPUTER DESKTOP	N/A	33437	COMPUTER DESKTOP	N/A
29177	COMPUTER DESKTOP	N/A	33597	COMPUTER DESKTOP	N/A
29148	COMPUTER DESKTOP	N/A	21649	COMPUTER DESKTOP	N/A
19777	HP LASERJET 4000	N/A	33727	COMPUTER DESKTOP	N/A
35171	HP PRINTER	N/A	33431	COMPUTER DESKTOP	N/A
N/A	HP DESKJET PRINTER (2)	N/A	29048	COMPUTER DESKTOP	N/A
33769	HP LAPTOP	N/A	25928	COMPUTER DESKTOP	N/A
31159	DUKANE CAMERA	N/A	28902	COMPUTER DESKTOP	N/A
N/A	HP DESKJET	MY2A52914Q66	24451	COMPUTER DESKTOP	N/A
27824	DUKANE CAMERA	N/A	29106	HP PRINTER	N/A
33769	HP PRINTER	N/A	33724	HP PRINTER	N/A
31126	EPSON PROJECTOR	JXUF790019L	22635	HP PRINTER	N/A
31122	EPSON PROJECTOR	JXUF790015L	30845	SCANNER	N/A
32433	EPSON PROJECTOR	LS6F951902L	30825	SCANNER	N/A
32771	EPSON PROJECTOR	MSUF040517L	29143	EPSON PROJECTOR	601911271
32770	EPSON PROJECTOR	MSUF040510L	33552	EPSON PROJECTOR	601911160
23649	DUKANE PROJECTOR	AHEN32190172	27736	EPSON PROJECTOR	611911168

PUSD TAG #	DESCRIPTION	SERIAL #	PUSD TAG #	DESCRIPTION	SERIAL #
33426	EPSON PROJECTOR	601912003	N/A	PROXIMA PROJECTOR	48555001910212
35532	COMPUTER MONITOR	S021K03130257	28724	HP LASERJET PRINTER	N/A
33491	COMPUTER TOWER	BQGF720071E	28507	COMPUTER DESKTOP	N/A
33503	COMPUTER TOWER	BQGF72009UY	N/A	COMPUTER MONITOR	M17A62CAZ0000157
N/A	COMPUTER MONITOR	S10624702137	32325	COMPUTER MONITOR	S039K00820316
N/A	HP DESKJET PRINTER	MY27S1B0NW	32328	COMPUTER MONITOR	S039K00820004
30103	HP LASERJET PRINTER	CNJBL02213	32327	COMPUTER MONITOR	S039K0082004D
29959	HP LASERJET PRINTER	CNJBLO2532	7005L	COMPUTER MONITOR	N/A
37810	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	SL0624700992
20861	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	SL0624703031
29168	COMPUTER DESKTOP	N/A	XP-DIZ	COMPUTER TOWER	LATP61410198
N/A	COMPUTER DESKTOP	N/A	33506	COMPUTER TOWER	BQGF72000655
29010	COMPUTER DESKTOP	N/A	33498	COMPUTER TOWER	BQGF72000713
29159	COMPUTER DESKTOP	N/A	33510	COMPUTER TOWER	BQGF7200067H
28835	COMPUTER DESKTOP	N/A	15424	HP LASERJET PRINTER	N/A
33440	COMPUTER DESKTOP	N/A	PASDB6-30	COMPUTER TOWER	BQGF7200072G
29187	COMPUTER DESKTOP	N/A	PASDB6-02	COMPUTER TOWER	BQGF7200071D
28798	COMPUTER DESKTOP	N/A	23863	HP PRINTER	CNBDC62809
33411	COMPUTER DESKTOP	N/A	33516	COMPUTER TOWER	BQG7200710
28906	COMPUTER DESKTOP	N/A	33512	COMPUTER TOWER	BQG720071C
28897	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	N/A
29161	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	S10624701014
28517	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	S10624703037
29153	COMPUTER DESKTOP	N/A	N/A	COMPUTER MONITOR	S10624701011
29171	COMPUTER DESKTOP	N/A	33497	COMPUTER TOWER	BQGF200076E
33573	COMPUTER DESKTOP	N/A	33508	COMPUTER TOWER	BQGF20006YM
29009	COMPUTER DESKTOP	N/A	33509	COMPUTER TOWER	BQGF727009V2
29002	COMPUTER DESKTOP	N/A	33505	COMPUTER TOWER	BQGF20006YM
33731	COMPUTER DESKTOP	N/A	33464	COMPUTER TOWER	BQGF72002GP
37804	COMPUTER DESKTOP	N/A	25229	COMPUTER TOWER	XPD01
20853	COMPUTER DESKTOP	N/A	N/A	HP DESKJET PRINTER	1EE1284B
28540	COMPUTER DESKTOP	N/A	N/A	BRAVO II PRIMERA CD BURNER	2080900884
29139	COMPUTER DESKTOP	N/A	35876	BRAVO II PRIMERA CD BURNER	2120700184
30936	SHARP PROJECTOR	705915698	32327	COMPUTER MONITOR	S039K00820040
30932	SHARP PROJECTOR	705915658	N/A	COMPUTER MONITOR	M7A54C2000403
4456	HP DESKJET PRINTER	MY3A02BOHD	N/A	COMPUTER MONITOR	M7A542000423
N/A	HP DESKJET PRINTER	MY42H2BODR	N/A	COMPUTER MONITOR	S10624703031
33635	PROXIMA PROJECTOR	ALKN41400281	N/A	COMPUTER MONITOR	S10624703012
22936	HP DESKJET PRINTER	MY28T1COPT	N/A	COMPUTER MONITOR	M7A48CA2001678
N/A	HP DESKJET PRINTER	MY2801B245	N/A	COMPUTER MONITOR	M7A54CA2000401
N/A	HP DESKJET PRINTER	MY2A529149	N/A	COMPUTER MONITOR	S10624701011
N/A	HP DESKJET PRINTER	MY2A5290WP	N/A	COMPUTER MONITOR	S10624703037
N/A	HP DESKJET PRINTER	MY2912108F	N/A	COMPUTER MONITOR	S10624701024
N/A	HP DESKJET PRINTER	MY28R1C2FJ	33464	COMPUTER TOWER	BQGF720002GP
N/A	COMPUTER DESKTOP	N/A	33505	COMPUTER TOWER	BQGF72006YM

PUSD TAG #	DESCRIPTION	SERIAL #	PUSD TAG #	DESCRIPTION	SERIAL #
33509	COMPUTER TOWER	BQGF727009V2	33481	COMPUTER TOWER	SNBQGF7220008YA
33508	COMPUTER TOWER	BQG720002F	32320	COMPUTER TOWER	SNE85-05678
33497	COMPUTER TOWER	BQGF20006E	32322	COMPUTER TOWER	SNE8505879
LT17A	COMPUTER MONITOR	SNM7A54CA2000233	21575	COMPUTER MONITOR	SN614218410138
33882	COMPUTER MONITOR	SNEB50B793	33479	COMPUTER TOWER	SNBQG720007T
N/A	COMPUTER MONITOR	SNS026917660025	N/A	COMPUTER MONITOR	SN10624702990
33475	COMPUTER TOWER	SNBQGF700068	N/A	EPSON PROJECTOR	SNVSAK5201951
N/A	EPSON PROJECTOR	N/A	N/A	EPSON PROJECTOR	SNVSAK2022038
N/A	EPSON PROJECTOR	SNVSAK202036	N/A	EPSON PROJECTOR	SNVSAK5201947
N/A	EPSON PROJECTOR	SNVSAK5202040	N/A	VCR	N/A
32277	COMPUTER TOWER	USCF856000CX	N/A	COMPUTER MONITOR	S10624701024
33502	COMPUTER TOWER	BGF720005MV	33507	COMPUTER TOWER	BQGF72000642
N/A	COMPUTER MONITOR	S10624702138	N/A	COMPUTER MONITOR	S061K0810101
29465	COMPUTER MONITOR	J1AA29945	33478	COMPUTER TOWER	DQG7200095X
N/A	3 PALLETS OF MODULAR DESK PARTS	N/A	N/A	18 PALLETS OF BABY CRIBS/FURNITURE	N/A
N/A	4 SEAT STROLLER (1)	N/A	N/A	2 PALLETS OF ROUND TABLES	N/A
N/A	COTS (29)	N/A	N/A	4 PALLETS OF SEWING MACHINES	N/A
N/A	1 PALLET OF COUNTER TOPS	N/A	N/A	LUNCH BOOTHS (7)	N/A
N/A	FOLDING LUNCH TABLES (20)	N/A	N/A	REFRIGERATORS (5)	N/A
N/A	STACKABLE WASHER/DRYER (1)	N/A	N/A	8 PALLETS OF 2-DOOR CABINETS	N/A
N/A	8 PALLETS OF FILE CABINETS	N/A	N/A	10 PALLETS OF BOOK SHELVES	N/A
N/A	WOOD AND GLASS CASES (2)	N/A	N/A	2 PALLETS OF DESKS	N/A
N/A	4 PALLETS OF TABLES	N/A	N/A	4 PALLETS OF UNIVERSAL DESKS	N/A
N/A	4 PALLETS OF 2-PLACE DESKS	N/A	N/A	20 PALLETS OF COMPUTER DESKS	N/A
N/A	10 PALLETS OF BLACK RUBBER	N/A	N/A	5 PALLETS OF GREEN RUBBER MATS	N/A

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Approval of Agreement with OpenGov for Software Services

**BACKGROUND INFORMATION:**

Staff is interested in procuring OpenGov's *Intelligence and Transparency – Under \$200 million* and *OpenGov Intelligence Implementation for Tier 1 Accounting Systems* software for analyzing financial data. The software will make it easier and quicker to perform complex analyses.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

Not to exceed \$63,975 over three years, from General Funds

**STAFF RECOMMENDATION:**

Approve the Agreement with OpenGov for Software Services, and authorize the Superintendent or designee to execute all necessary documents.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.6-A**



OpenGov, Inc.  
 955 Charter Street  
 Redwood City, CA 94063  
 United States

Quote Number	OG-00003010	Prepared By	Paul Felton
Created Date	1/20/2017	Phone	650 265-0997
Quote Expiration	2/28/2017	Email	pfelton@opengov.com
Contract Dates	Effective Date: 3/1/2017 End Date: 2/28/2020	Contract Term	36 Months

Customer Information

Contact Name	Rubin Frutos	Bill To Name	Paramount Unified School District, CA
Phone	(562) 602-6025	Bill To	15110 California Ave
Email	rfrutos@paramount.k12.ca.us		Paramount, California 90723 United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence and Transparency - Under \$200 Million	3/1/2017	2/28/2020	USD 20,425.00	USD 61,275.00
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/1/2017		USD 0.00	USD 2,700.00
Annual Fee	USD 20,425.00	First Term		USD 23,125.00
		Grand Total		USD 63,975.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect

## OPENGOV, INC. SOFTWARE AGREEMENT

such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

**5. DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

**6. PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

## 7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the End Date, this Agreement shall renew for two (2) additional (1) year periods. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S

AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

**10. MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

**Appendix B**

**OpenGov Service Level Metrics**

**1. SCHEDULED DOWNTIME.** When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

**2. SYSTEMS ACCESSIBILITY WARRANTY.**

**A.** The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

**B.** If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov' sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

**C.** To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

## APPENDIX C

### OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Approval of Affordable Care Act Subscription Agreement with Selerix Systems, Inc., and Option to Approve Client Service Agreement

**BACKGROUND INFORMATION:**

Selerix Systems, Inc. will provide online software services relating to the Affordable Care Act (ACA) for the District, which includes tracking medical benefits availability and requirements for such data as prescribed by the Federal Government.

Additionally, the District will use the Selerix Systems software for the enrollment of voluntary insurance products, as needed.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

Not to exceed \$33,000 from General Funds

**STAFF RECOMMENDATION:**

Approve the Affordable Care Act Subscription Agreement with Selerix Systems, Inc., and Option to Approve Client Service Agreement, as needed. Authorize the Superintendent or designee to execute all necessary documents.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.7-A**

---

# 2017 ACA Subscription Agreement

This ACA Subscription Agreement (“Agreement”) is made by and between:

Selerix Systems, Inc., a Delaware Corporation, with its principal place of business located at 2851 Craig Drive, Suite 300, McKinney, TX 75070 (hereinafter referred to as “SELERIX”)  
and  
Paramount Unified School District, a California Public Schools, with its principal place of business located at 15110 South California Ave. Paramount, NC, 90723 (hereinafter referred to as “SUBSCRIBER”)

as of  
1/1/2017 (“Effective Date”)

WHEREAS, SELERIX, as Licensor, has granted licenses in its Benefits-Selection software system and associated documentation (the “Licensed Product”) to licensees (“Licensees”) through SELERIX’s execution of one or more software licensing agreements, as the same may be amended from time to time (each, a “License Agreement”, and collectively, the “License Agreements”);

WHEREAS, SUBSCRIBER has not entered into such a License Agreement with SELERIX but instead is an authorized user of the Licensed Product under a License Agreement that a third party has with SELERIX;

WHEREAS, SUBSCRIBER has requested that SELERIX provide to SUBSCRIBER a certain add on optional feature described in this Agreement (the “ACA Reporting Module”), which can be used in conjunction with the Licensed Product, but such ACA Reporting Module is not included in and is outside the scope of the applicable License Agreement under which SUBSCRIBER is authorized to use the Licensed Product;

WHEREAS, SELERIX is willing to provide the ACA Reporting Module to SUBSCRIBER, and SUBSCRIBER is willing to accept the ACA Reporting Module from SELERIX, on the terms and conditions described in this Agreement;

NOW THEREFORE, the parties further agree to the following:

## 1. ACA Reporting Module

**A. Purposes. SUBSCRIBER represents that to SUBSCRIBER’s knowledge, SUBSCRIBER is an authorized user under a current, valid, and existing License Agreement. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT GRANT A LICENSE TO THE LICENSED PRODUCT. This Agreement, however, does permit the use of the ACA Reporting Module as described herein. SUBSCRIBER will utilize the ACA Reporting Module for the following purposes (the “Purposes”):**

- 1) Production of IRS Forms 1094C and 1095C (collectively, the “IRS Forms”) for SUBSCRIBER’s individual employees and employer level filings when the appropriate data is managed and uploaded by SUBSCRIBER.
- 2) Transmittal of the SUBSCRIBER’s IRS Forms in the required XML format through the IRS AIR transmittal system.
- 3) Facilitation of SUBSCRIBER’s tracking of medical eligibility as defined by SUBSCRIBER. This requires the SUBSCRIBER to either upload its employees’ hours worked into the Licensed Product’s system or to provide such data to SELERIX in the file format prescribed by SELERIX so that SELERIX can upload such data into the Licensed Product’s system.

---

B. **ACA Reporting Module Services.** The ACA Reporting Module will provide the following tracking and reporting capabilities to SUBSCRIBER:

**1) Basic Services:**

a. IRS Forms Generation

SELERIX Responsibilities:

- (1) Configure ACA Reporting Module and Licensed Product to generate 1094-C and 1095-C forms based on group and benefits information supplied by the SUBSCRIBER.
- (2) Facilitate SUBSCRIBER's ongoing upload by SUBSCRIBER of census files containing employee-specific data.
- (3) Train SUBSCRIBER's designated personnel in using the ACA Reporting Module to generate ACA reports and track eligibility. Such training provided to SUBSCRIBER will not constitute legal, financial or consulting advice or direction surrounding ACA rules and regulations. Likewise, communication to SUBSCRIBER's employees or among SUBSCRIBER's employees is not a responsibility SELERIX is obligated to fulfill as part of this Agreement.
- (4) Utilize SUBSCRIBER-provided employer and employee data to complete the IRS Form 1095-C and 1094-C forms. The forms will be in a format suitable for the SUBSCRIBER to review, amend, print or distribute electronically (i.e. PDF format).

SUBSCRIBER Responsibilities:

- (1) Provide SELERIX with the necessary organizational, medical plan and job class structure and data, and benefit rules and policies to support ACA compliance.
- (2) Regularly upload employee census data including eligibility events prompting plan and/or coverage changes; this process includes regular Qualified Life Events. This information provides the basis for employee tracking and compliance reporting.
- (3) Communicate to its employees the terms and timing required for employee enrollment into eligible medical plan. This effort must be synchronized by SUBSCRIBER with the census upload information.
- (4) Review SELERIX's system-generated reports throughout the calendar year to ensure completeness, accuracy and compliance. SUBSCRIBER is responsible for validating the 1095-C and 1094-C form output to ensure data alignment.
- (5) SUBSCRIBER represents that its employees using the Licensed Product have sufficient training to use the Licensed Product to its functionality. Further, SUBSCRIBER represents its employees will continue their training by attending webinars offered by SELERIX to assist such employees in becoming proficient in utilizing the ACA functionality in the ACA Reporting Module.

b. IRS Electronic Forms Transmittal Services

SELERIX responsibilities:

- (1) SELERIX will electronically submit the SUBSCRIBER's IRS Forms via the IRS AIR system on SUBSCRIBER's behalf after SUBSCRIBER has reviewed and approved SUBSCRIBER's IRS Forms. Upon IRS acceptance of the SUBSCRIBER's IRS filing SELERIX will advise the SUBSCRIBER of acceptance and provide transmission receipt records. If the IRS rejects the SUBSCRIBER's IRS filing, SELERIX will advise the SUBSCRIBER of such so that SUBSCRIBER may resolve the issue. When SELERIX is notified by SUBSCRIBER that the issue is resolved, SELERIX will resubmit the revised IRS Forms based on the corrected data.

- 
- (2) SELERIX warrants that if SUBSCRIBER's data uploaded in the Licensed Product is accurate and affirmatively approved by SUBSCRIBER, then the IRS Forms will be sufficiently accurate for SUBSCRIBER to comply with ACA requirements. SELERIX does not undertake any obligation to determine whether or not SUBSCRIBER's data is accurate or complete.

SUBSCRIBER responsibilities:

- (1) SUBSCRIBER is solely responsible for the accuracy and integrity of data stored in the Licensed Product from which the IRS Forms are based. SUBSCRIBER is responsible for all data input and maintenance of SUBSCRIBER's employee and benefit plan information. SUBSCRIBER is solely responsible for SUBSCRIBER's compliance with the ACA law, rules and regulations.
- (2) SUBSCRIBER shall thoroughly review the draft IRS Forms. Once SUBSCRIBER determines the IRS Forms are accurate and complete, SUBSCRIBER shall notify SELERIX of the same and instruct SELERIX to electronically file with the IRS. If the IRS rejects the SUBSCRIBER's IRS Forms filing, SUBSCRIBER will work to identify and resolve the issue with SUBSCRIBER's data causing the IRS Forms to be rejected. SUBSCRIBER will provide written notification to SELERIX that the issue has been corrected and to refile the IRS Forms.
- (3) SUBSCRIBER shall bear the risk of loss during any transmission of SUBSCRIBER's records and data over all communications links and devices.

c. Lookback Monitoring

SELERIX Responsibilities:

- (1) SELERIX will provide a standard template (Pay History) that outlines the hourly data required to drive the ACA Reporting Module. Based on the data provided by SUBSCRIBER, SELERIX will provide a "Lookback Report" based on SUBSCRIBER-defined report parameters and SUBSCRIBER's requested schedule.
- (2) SELERIX's ACA Lookback Reports are system-generated reports that identify employees who may be eligible for a medical coverage offer based on the employee's average hours worked during the SUBSCRIBER defined "measurement" and "stability" periods.

SUBSCRIBER Responsibilities:

- (1) SUBSCRIBER is responsible for uploading Pay History data which includes employee hours worked and compensation subject to SUBSCRIBER's designated schedule.
- (2) SUBSCRIBER is responsible for review of Lookback Reports indicating each employee who may gain or lose medical eligibility based on the employee's hours worked. SUBSCRIBER is responsible for reclassifying these employee records based on SUBSCRIBER's knowledge of all applicable facts and circumstances.

d. Account Manager Support Services.

SELERIX will provide 20 hours of account manager support hours each calendar year for IRS Forms Generation and Lookback Monitoring (described above). The intent of the parties is that the account support activities will be focused on improving SUBSCRIBER's ability to effectively and efficiently utilize the ACA Reporting system capabilities.

To the extent SUBSCRIBER requests it, SELERIX will assist with ancillary tasks such as significant data clean up and data mapping, and will help with identifying missing plan and job class information; however, such assistance by SELERIX will be charged against the 20 hours of support described above. More than 20 hours annually of ACA support will be billed as outline in Section 1., B., 1), e., (3).

- e. SELERIX's provision to SUBSCRIBER of the ACA services does not include any consulting services, legal, or financial services.

**2) Fees for Basic Services**

**a. IRS Forms Generation, IRS AIR Form Filing & Lookback Reporting**

Employee Tier#	Employee Count	Fee per Medical Eligible Employee	
		Annual Fee	Monthly Fee*
First 250	1 – 250	\$1,500 minimum#	-----
Next 750	250 - 1,000	\$6.00	\$0.50
Next 4,000	1,001- 5,000	\$5.00	\$0.41
Any additional	5,001+	\$4.00	\$0.33

# - Employers with fewer than 250 medical eligible employees are subject to the minimum annual charge of \$1,500.

\* Monthly Fee means fee per Medical Eligible Employee per month for each month in the calendar year. Each calendar quarter the total number of medical eligible employees is calculated and the appropriate fee is billed for the quarter in advance. New clients will be billed based on projected employee count. At year end, the counts will be reconciled based on actual quarterly eligible employee counts of records maintained in the system.

Fees are calculated on a step-down basis as the employee count increases. If the total medical eligible employee count is 1,200, then the first 1,000 medical eligible employees are charged \$6.00/year and the 200 in excess of 1,000 are charged \$5.00/year. The medical eligible annual fee for this illustration would be \$7,000.

**b. Implementation Support**

Employee Tier#	Employee Count	Implementation Fee
First 1,000	Up to 1,000	\$1,000
Next 4,000	5,000	\$2,000
Any additional	5,001+	\$3,000

10 Hours of Implementation Support are included. Implementation hours in excess of the 10 hours will be billed at the rate of \$175 per hour.

**c. Multiple EIN Filing Charge**

There is no additional charge for filing one EIN. Additional IRS ACA filings will be charged \$500 per EIN for the reporting year. For example, if an employer has 3 EINs, the total additional filing charge would be \$1,000.

**d. Account Manager Support Services**

Account Manager support hours required *in excess of 20 hours* annually, will be charged at the rate of \$175 per hour.

**e. Fee Guarantee Period**

The above-described fees will remain valid for a period of 24 months from the Commencement Date of this Agreement. Thereafter, the annual fee may be amended by SELERIX, subject to the SUBSCRIBER's acceptance.

**f. Pricing Terms**

- (1) Reporting Period. SUBSCRIBER acknowledges ACA's annual reporting requirements. The services provided to SUBSCRIBER under this Agreement are services that are of benefit to SUBSCRIBER for the calendar year reportable to the

---

IRS (January – December of reporting year). SUBSCRIBER acknowledges the delivery of services is for the reporting calendar year.

- (2) Payment Terms. SUBSCRIBER agrees to pay the fees set forth above. Invoices will be sent on a quarterly basis in advance for all components provided by SELERIX. Payments are due upon receipt of the invoice and delinquent on the 30th day after the date of the invoice.
- (3) Any amount not paid before becoming delinquent shall thereafter bear interest until paid at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law.

### 3) Optional 1095-C Form Fulfillment.

SUBSCRIBER may request 1095-C Form Distribution services, in writing. If such request is made SUBSCRIBER and accepted by SELERIX in its sole discretion, then:

a. SELERIX will have the following responsibilities:

- (1) SELERIX will cause the SUBSCRIBER's IRS Form 1095-C to be printed, inserted and mailed to employees on the SUBSCRIBER's behalf after SUBSCRIBER has reviewed and affirmatively approved SUBSCRIBER's 1095-C forms. 1095-C forms will be printed, inserted and delivered to the USPS within 14 business days after receipt of the SUBSCRIBER's approval of the file. SELERIX will provide SUBSCRIBER notice of the quantity and date the 1095-C materials that were delivered to the USPS.
- (2) SELERIX requires third party printing vendors to have executed a Business Associates Agreement before any confidential data is transferred to such vendors.

SUBSCRIBER will have the following responsibilities:

- (1) SUBSCRIBER is responsible to review the Employee's 1095-C forms and provide written approval to SELERIX.

b. 1095-C Form Distribution Services Fee Structure

The fee is based on the number of packets delivered to the USPS. The per package fee for the initial distributions is \$1.50; if a package needs to be sent a second time for any reason, the per package fee is \$1.00.

## 2. Confidentiality

- A. Confidential Information. As used herein, "Confidential Information" means, subject to the exceptions set forth in subsection C. and D. hereof, any information or data, regardless of whether it is in tangible form, disclosed by either party directly to the other party and either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the receiving party or which would be apparent to a reasonable person to be of a confidential or proprietary nature, the maintenance of which is important to the disclosing party; unless such information is the subject of any of the exceptions set forth in Section 2. C. and D. hereof. Confidential Information includes personally identifiable information of Clients and their employees.
- B. Use and Disclosure of Confidential Information. Each party acknowledges that in the course of performing its obligations under this Agreement, it may directly disclose to the other party Confidential Information. Both parties agree that they will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees, agents, customers and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) investors, prospective acquirers and professional

---

advisers; provided that such employees, consultants, investors, prospective acquirers and professional advisers are bound by written agreements in accordance with the terms of this Section 2.B. Each party agrees that it will not allow any unauthorized person access to Confidential Information, and will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that either party is required by law to make any disclosure of any Confidential Information, by subpoena, judicial or administrative order or otherwise, such party shall first give written notice of such requirement to the other party, and shall permit the other party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the other party in seeking to obtain such protection.

- C. Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the other party directly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.
- D. Exception from Confidentiality Provision Regarding Terms of the Agreement. In addition, except as required by law, neither of the parties to this Agreement will disclose the terms of this Agreement to any other person or entity not a party to this Agreement without the prior written consent of the other party to this agreement, except that a party to this Agreement may disclose the terms of this Agreement to its accountants, advisors, investors, acquirers and/or potential investors or acquirers and their advisors (collectively, "Representatives"), which Representatives have a "need-to-know" solely for the purpose of evaluating, negotiating or documenting a contemplated investment or acquisition; provided, however, that each such Representative is bound by a written agreement (or in the case of attorneys or other professional advisors, formal ethical duties) requiring such Representative to treat, hold and maintain the terms of this Agreement as Confidential Information in accordance with the terms and conditions of this Section 2D.

### **3. Risk of Loss**

SELERIX shall not be responsible for, and SUBSCRIBER shall bear the risk of, loss during any transmission of SUBSCRIBER's records and data over all communications links and devices.

### **4. Term**

Subject to Section 5 below, this Agreement shall commence on January 1 of the year specified in the title of this Agreement (the "Commencement Date") and shall continue in effect for the following twelve (12) months (the "Initial Term"). It is understood that services for regulatory reporting for the contract year extends to March 31<sup>st</sup> of the year following for delivery of employee forms and the IRS electronic reporting. When necessary, the services for a contract year may be extended for an additional 60 days beyond March 31<sup>st</sup> (the "Extended Term") to remedy IRS reporting deficiencies.

On each annual anniversary of the Commencement Date, this Agreement shall automatically renew for an additional 12-month period from such annual anniversary date unless either party gives notice of non-renewal to the other party at least thirty (30) days prior to such annual anniversary of the Commencement Date.

Notwithstanding the foregoing, however, the term of this agreement shall expire immediately in the event SUBSCRIBER is no longer permitted to use the Licensed Product under the terms of the applicable License Agreement.

### **5. Termination Without Cause**

Notwithstanding the foregoing, SUBSCRIBER or SELERIX may terminate the Agreement at any time by providing advanced written notice of not less than thirty (30) days to the other party. In the event

---

SELERIX terminates this Agreement without cause, SELERIX will refund to SUBSCRIBER a pro-rata portion of any fees paid by SUBSCRIBER in advance.

## **6. Termination For Cause**

This Agreement may be terminated by either party for cause, as follows:

- A. If either party breaches any material term or condition of this Agreement, except for SUBSCRIBER's obligation to pay fees, and fails either to substantially cure such breach within five (5) days after receiving written notice specifying the breach, then the party not in breach may, by giving written notice to the breaching party, terminate this Agreement as of a date specified in such notice of termination. All of the obligations of the parties contained in this Agreement, except for SUBSCRIBER's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the party not in breach provides the breaching party with written notice as stated above within thirty (30) days of the event giving rise to the breach; provided the party not in breach, knows or should have known about such breach.
- B. If SUBSCRIBER fails to pay when due any amounts owed hereunder within five (5) days of its due date, SELERIX may, by giving notice thereof to SUBSCRIBER, immediately terminate the provision to SUBSCRIBER of the ACA Reporting Module described herein (including termination of product keys required for SUBSCRIBER's use of such ACA Reporting Module) and terminate this Agreement as of the date of the notice or as of another date specified in such notice of termination.
- C. In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.
- D. Upon the termination of the Agreement for any reason, SELERIX will cease providing the ACA Reporting Module and any services and SUBSCRIBER will promptly pay to SELERIX all fees due up to the termination date pursuant to this Agreement.

## **7 Limited Warranty**

SELERIX warrants that it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Except for the foregoing express warranty, SELERIX does not make, and hereby disclaims, any and all other express or implied warranties.

## **8 Limitation of Liability**

Under no circumstances will SELERIX or its related persons be liable to SUBSCRIBER or SUBSCRIBER's clients for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whether or not arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, based on SUBSCRIBER's claims, including, but not limited to claims for:

- use of the ACA Reporting Module or any services provided hereunder,
- use of the Licensed Product,
- interruption in use or availability of data,
- loss of goodwill,
- use of third party software,
- accuracy or interpretation of resulting reports,
- stoppage of other work, or
- impairment of other assets

IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELERIX INCURS IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY SUBSCRIBER TO SELERIX UNDER

---

THIS AGREEMENT DURING THE YEAR ENDING ON THE DATE ON WHICH THE EVENT FORMING THE BASIS OF THE ACTION OR PROCEEDING FIRST OCCURRED.

## **9 Indemnification**

***EACH PARTY SHALL DEFEND, INDEMNIFY, AND HOLD THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, ACTIONS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, FINES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES), PENALTIES, SETTLEMENTS, AND ANY AND ALL OTHER SUMS OF MONEY RESULTING FROM OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY THE INDEMNIFYING PARTY OR THE INDEMNIFYING PARTY'S EMPLOYEES OR AGENTS.***

***IN ADDITION TO THE INDEMNIFICATION SET FORTH ABOVE, SUBSCRIBER SHALL HOLD HARMLESS SELERIX, ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY LIABILITY, CLAIMS, ACTIONS, DAMAGES OR LOSSES, FOR INJURY, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO ANY PROPERTY OR PROPERTY RIGHT ARISING OUT OF OR IN CONNECTION WITH SELERIX'S PROVISION OF THE ACA REPORTING MODULE OR SERVICES OR ANY USE OF THE LICENSED PRODUCT, THE ACA REPORTING MODULE, OR THE SERVICES DESCRIBED HEREIN BY SUBSCRIBER (COLLECTIVELY, A "LOSS") SO LONG AS THE LOSS DID NOT RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELERIX OR THE BREACH OF THIS AGREEMENT BY SELERIX.***

## **10 Force Majeure**

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, terrorism, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of governmental, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse SUBSCRIBER from paying accrued amounts due to SELERIX through any available lawful means acceptable to SELERIX.

## **11 Assignment**

Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior written approval. Any attempt to do so without such approval will be void.

Notwithstanding the foregoing, either party may assign this Agreement, upon notice to the other party, to a related or unrelated entity in connection with a transfer of all, or substantially all, of its stock or assets to a third party, and the parties hereto hereby consent to any such assignment.

This Agreement will bind each party's successors-in-interest.

## **12 Relationship**

In performing hereunder, both parties are acting as independent contractors and neither party undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the other's business or operations. SUBSCRIBER understands and agrees that SELERIX may perform for or provide to third parties products or services similar to the ACA Reporting Module and the services described herein. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between SELERIX and SUBSCRIBER. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.

---

### **13 Notices**

Any notice or approval required or permitted under this Agreement to be sent to SUBSCRIBER will be sent via email to the email address specified for SUBSCRIBER below, or if no email address is specified below, to any other email address of which SUBSCRIBER makes SELERIX aware, or to any other email address of which SUBSCRIBER gives SELERIX prior written notice. Any such notice will be deemed received the day it is sent.

If to SUBSCRIBER:  
Paramount Unified School District  
15110 South California Ave.  
Paramount, NC 90723  
Attn: Alyxx Lannetta

Any notice or approval required or permitted under this Agreement to be sent to SELERIX will be in writing and will be sent by fax, courier, or mail, postage prepaid, to the address specified for SELERIX below or to any other address that may be designated by SELERIX in a prior written notice to BROKER. Any such notice or approval delivered by fax (with answer back) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one (1) day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the fifth (5th) business day after its date of posting.

If to SELERIX:  
Selerix Systems, Inc.  
2851 Craig Drive, Suite 300  
McKinney, TX 75070  
Attn: Legal Compliance

### **14 Accuracy of Data and Records**

SUBSCRIBER is solely responsible for the accuracy and integrity of data stored in the system. SUBSCRIBER is solely responsible for data input and maintenance of employee and benefit plan information.

### **15 Amendments**

Any waiver, amendment or modification of this Agreement will not be effective unless executed in writing and signed by both parties.

### **16 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A., to the exclusion of its conflict of law provisions. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party in good faith deems the unenforceable provision to be essential, in which case such party may terminate this Agreement effective immediately upon notice to the other party.

Venue for any dispute resolution proceeding shall be in Collin County, Texas or, if applicable, the state and federal courts covering the geographic area or district in which Collin County, Texas is located.

### **17 Entire Agreement**

This Agreement, together with the Exhibits and attachments hereto which are hereby incorporated into this Agreement, constitutes the complete and entire statement of all conditions and representations of the agreement between SELERIX and SUBSCRIBER with respect to its subject matter and supersedes all prior writings or understandings.

---

## 18 Authorization

SUBSCRIBER represents that it has been duly authorized to enter into this Agreement on behalf of and to bind each of the employer entities designated by the IRS with the EINs for which SELERIX renders services hereunder.

## 19 Survival

Notwithstanding any other provisions of this Agreement to the contrary, Sections 2, 5, 6, 9, 10, 13, 16, 18, and 19 shall survive the termination of this Agreement.

---

In witness whereof, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date:

**Paramount Unified School District**

**Selerix Systems, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: Lyle Griffin

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



---

## Client Service Agreement

This agreement ("Agreement") is made by and between:

Selerix Systems, Inc., a Delaware Corporation, with its principal place of business located at 2851 Craig Drive, Suite 300, McKinney, TX 75070 (hereinafter referred to as "SELERIX")

and

Paramount Unified Schools, a California Corporation with its principal place of business located 15110 S California Avenue, Paramount, CA 90723 (hereinafter referred to as "PARAMOUNT")

as of

June 1, 2017 ("Effective Date")

WHEREAS, SELERIX is a party to that certain Software License Agreement (the "License Agreement") dated July 1, 2010, as the same may have been amended from time to time, with Colonial Life, ("Colonial Life") wherein SELERIX has licensed the Licensed Product described in Exhibit A to Colonial Life;

WHEREAS, the License Agreement permits the software portion of the Licensed Product to be utilized in marketing and enrolling voluntary insurance products of Colonial Life ("Colonial Life Products"), and the License Agreement permits the software system portion of the Licensed Product to be utilized by employees of Colonial Life and third parties performing services on behalf of Colonial Life to market, purchase, or enroll Colonial Life Products;

WHEREAS, PARAMOUNT has been permitted by Colonial Life to use the Licensed Product for the purpose of marketing Colonial Life Products to PARAMOUNT's employees and for the purpose of enrolling PARAMOUNT's employees into Colonial Life Products in accordance with the License Agreement;

WHEREAS, PARAMOUNT solely uses the Licensed Product for the purpose of marketing Colonial Life Products to Corporations employees and for the purpose of enrolling PARAMOUNT's employees in Colonial Life Products;

WHEREAS, PARAMOUNT acknowledges that PARAMOUNT's rights to use the Licensed Product for the foregoing purposes are derived solely from the license rights granted to Colonial Life under the License Agreement, and should such License Agreement ever be terminated for any reason, including Colonial Life's failure to pay SELERIX the license fees and other fees required in order for Colonial Life to maintain such license rights, then PARAMOUNT's rights to use the Licensed Product will cease unless PARAMOUNT enters into a separate license agreement with SELERIX and pays license fees to SELERIX as required under such separate license agreement; and

WHEREAS, PARAMOUNT desires SELERIX to perform, and SELERIX is willing to provide for so long as PARAMOUNT has the above-described rights to use the Licensed Product, certain services (the "Services") to PARAMOUNT related to the support and maintenance of the Licensed Product under the terms and conditions described in this Agreement.

NOW THEREFORE, the parties further agree to the following:

### **1. Scope of Services**

The scope of services included in this Agreement is defined in Exhibit A, which is incorporated herein as part of this agreement. The scope of services can be amended from time-to-time by mutual agreement between the parties as evidenced in writing, provided, however, that the expiration of any amendment,

irrespective of its effective date, shall be the expiration date of this original Agreement unless otherwise stated.

### 2. Confidentiality

(a) Confidential Information. As used herein, "PARAMOUNT's Confidential Information" means, subject to the exceptions set forth in subsection (c) and (d) hereof, any information or data, regardless of whether it is in tangible form, disclosed by PARAMOUNT directly to SELERIX that PARAMOUNT has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to SELERIX or which would be apparent to a reasonable person, familiar with PARAMOUNT's business and the industry in which it operates, to be of a confidential or proprietary nature the maintenance of which is important to PARAMOUNT; unless such information is the subject of any of the exceptions set forth in Section 2 (c) and (d) hereof.

(b) Use and Disclosure of Confidential Information. SELERIX acknowledges that in the course of SELERIX's performance of services under this Agreement, PARAMOUNT may directly disclose to SELERIX PARAMOUNT's Confidential Information. SELERIX agrees that it will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees, agents, customers and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) investors, prospective acquirers and professional advisers; provided that such employees, consultants, investors, prospective acquirers and professional advisers are bound by written agreements in accordance with the terms of this Section 2 (b). SELERIX agrees that it will not allow any unauthorized person access to PARAMOUNT's Confidential Information, and that SELERIX will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that SELERIX is required by law to make any disclosure of any of PARAMOUNT's Confidential Information, by subpoena, judicial or administrative order or otherwise, SELERIX shall first give written notice of such requirement to PARAMOUNT, and shall permit PARAMOUNT to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to PARAMOUNT in seeking to obtain such protection.

(c) Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to SELERIX prior to receipt from PARAMOUNT directly from a source other than one having an obligation of confidentiality to PARAMOUNT; (ii) becomes known (independently of disclosure by the PARAMOUNT) to SELERIX directly from a source other than one having an obligation of confidentiality to PARAMOUNT; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by SELERIX; or (iv) is independently developed by SELERIX.

(d) Exception from Confidentiality Provision Regarding Terms of the Agreement. In addition, neither of the parties to this Agreement will disclose the terms of this Agreement to any other person or entity not a party to this Agreement without the prior written consent of the other party to this agreement, except that a party to this Agreement may disclose the terms of this Agreement to its accountants, advisors, investors, acquirers and/or potential investors or acquirers and their advisors (collectively, "Representatives"), which Representatives have a "need-to-know" solely for the purpose of evaluating, negotiating or documenting a contemplated investment or acquisition; provided, however, that each such Representative is bound by a written agreement (or in the case of attorneys or other professional advisors, formal ethical duties) requiring such Representative to treat, hold and maintain the terms of this Agreement as Confidential Information in accordance with the terms and conditions of this Section 2 (d).

### 3. Risk of Loss

SELERIX shall not be responsible for, and PARAMOUNT shall bear the risk of, loss during transmission of PARAMOUNT's records and data over all communications links and devices.

#### **4. Term**

This Agreement shall commence on the Effective Date and shall continue in effect for one (1) year (the "Initial Term"). Upon expiration of the Initial Term, and on each annual anniversary thereafter, this Agreement shall automatically renew for an additional one-year period unless terminated earlier by either party or unless either party provides written notice of non-renewal within sixty (60) days prior to the expiration of the then current term. Notwithstanding the foregoing, however, the term of this agreement shall expire immediately in the event the above-described License Agreement is terminated for any reason or in the event PARAMOUNT is no longer permitted to use the Licensed Product under the terms of the License Agreement. PARAMOUNT acknowledges that this Agreement does not grant PARAMOUNT any rights to use the Licensed Product.

#### **5. Termination Without Cause**

PARAMOUNT may terminate the Agreement at any time by providing advanced written notice of not less than sixty (60) days to SELERIX.

#### **6. Termination For Cause**

This Agreement may be terminated for cause, as follows:

(a) If either party breaches any material term or condition of this Agreement, except for PARAMOUNT's obligation to pay fees, and fails either to substantially cure such breach within thirty (30) days after receiving written notice specifying the breach or, for those breaches which cannot reasonably be cured within thirty (30) days, promptly commences curing such breach and thereafter proceeds with all due diligence to substantially cure such breach, then the party not in breach may, by giving written notice to the breaching party, terminate this Agreement as of a date specified in such notice of termination. All of the obligations of the parties contained in this Agreement, except for PARAMOUNT's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the party not in breach provides the breaching party with written notice as stated above within sixty (60) days of the event giving rise to the breach; provided the party not in breach, knows or should have known about such breach.

(b) If PARAMOUNT fails to pay when due any amounts owed hereunder within thirty (30) days of receiving written notice thereof, SELERIX may, by giving written notice thereof to PARAMOUNT, terminate this Agreement as of a date specified in such notice of termination.

(c) In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

(d) Upon the termination of the Agreement for any reason, PARAMOUNT will promptly pay to SELERIX all fees due up to the termination date pursuant to this Agreement.

#### **7. Payment Terms**

PARAMOUNT agrees to pay SELERIX for the Services according to the rates and schedule described in Exhibit A.

SELERIX will invoice PARAMOUNT monthly for the fees as outlined in Exhibit A. Any fees due for SELERIX's assistance with PARAMOUNT's implementation will be invoiced during the case setup as outlined in Exhibit A. All fees will be invoiced and are due within thirty (30) days of the date of the invoice.

Any amount not paid when due shall thereafter bear interest until paid at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law.

## 8. Limited Warranty and Service Level Agreement

(a) SELERIX warrants all services under this Agreement will be performed in accordance with generally accepted industry standards by personnel or agents that are qualified to perform the services.

(b) SELERIX warrants that it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.

(c) NO OTHER WARRANTY. Except for the express warranty set out above in this section, the Services are provided on an "As Is" basis, and PARAMOUNT's use of the Services is at its own risk. SELERIX does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. SELERIX does not warrant that the services will be uninterrupted, error-free, or completely secure. SELERIX MAKES ABSOLUTELY NO WARRANTIES CONCERNING THE LICENSED PRODUCT.

## 9. Limitation of Liability

Under no circumstances will SELERIX or its related persons be liable to PARAMOUNT for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whether or not arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, based on PARAMOUNT's claims or those of its customers, including, but not limited to claims for:

- use of the Services,
- interruption in use or availability of data,
- loss of goodwill,
- use of third party software,
- accuracy or interpretation of resulting reports,
- stoppage of other work, or
- impairment of other assets

IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELERIX INCURS IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY PARAMOUNT TO SELERIX UNDER THIS AGREEMENT DURING THE YEAR ENDING ON THE DATE ON WHICH THE EVENT FORMING THE BASIS OF THE ACTION OR PROCEEDING FIRST OCCURRED.

## 10. Indemnification

**PARAMOUNT SHALL HOLD HARMLESS SELERIX FROM AND AGAINST ANY LIABILITY, CLAIMS, ACTIONS, DAMAGES OR LOSSES, FOR INJURY, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO ANY PROPERTY OR PROPERTY RIGHT ARISING OUT OF PARAMOUNT'S USE OF THE LICENSED PRODUCT AND THE SERVICES EVEN IF SUCH LIABILITY, CLAIMS, ACTIONS, DAMAGES OR LOSSES ARE SOLELY CAUSED OR PARTIALLY CAUSED BY THE NEGLIGENCE OF SELERIX OR OF ANY LICENSORS OF ANY OF THE LICENSED PRODUCT OR ANY OTHER PRODUCT USED BY SELERIX IN PERFORMANCE OF THE SERVICES. SUCH OBLIGATIONS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFIT PAYABLE BY OR FOR EITHER PARTY UNDER WORKER'S COMPENSATION, DISABILITY BENEFITS, OR OTHER EMPLOYEE ENTITLEMENT.**

## 11. Force Majeure

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, terrorism, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of governmental, transportation stoppages or slowdowns or the inability to

procure parts or materials. These causes will not excuse PARAMOUNT from paying accrued amounts due to SELERIX through any available lawful means acceptable to SELERIX.

**12. Assignment**

Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior written approval. Any attempt to do so without such approval will be void.

Notwithstanding the foregoing, either party may assign this Agreement, upon notice to the other party, to a related or unrelated entity in connection with a transfer of all, or substantially all, of its stock or assets to a third party, and the parties hereto hereby consent to any such assignment.

This Agreement will bind each party's successors-in-interest.

**13. Relationship**

In performing hereunder, both parties are acting as independent contractors and neither party undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the other's business or operations. PARAMOUNT understands and agrees that SELERIX may perform for or provide to third parties services similar to the Services. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between SELERIX and PARAMOUNT. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.

**14. Notices**

Any notice or approval required or permitted under this Agreement will be in writing and will be sent by fax, courier, or mail, postage prepaid, to the address specified below or to any other address that may be designated by prior written notice. Any notice or approval delivered by fax (with answer back) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one (1) day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the fifth (5th) business day after its date of posting.

If to PARAMOUNT:	Paramount Unified Schools. 15110 S California Avenue Paramount, CA 90723 Attn:
If to SELERIX:	Selerix Systems, Inc. 2851 Craig Drive, Suite 300 McKinney, TX 75070 Attn: Legal Compliance

**15. Accuracy of Data and Records**

PARAMOUNT is solely responsible for the accuracy and integrity of data stored in the system. PARAMOUNT is solely responsible for data input and maintenance of employee and benefit plan information.

**16. Amendments**

Any waiver, amendment or modification of this Agreement will not be effective unless executed in writing and signed by both parties.

**17. Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A., to the exclusion of its conflict of laws provisions. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party in good faith deems the unenforceable provision to be essential, in which case such party may terminate this Agreement effective immediately upon notice to the other party.

Venue for any dispute resolution proceeding shall be in Collin County, Texas or, if applicable, the state and federal courts covering the geographic area or district in which Collin County, Texas is located.

**18. Entire Agreement**

This Agreement, together with the Exhibits and attachments hereto which are hereby incorporated into this Agreement, constitutes the complete and entire statement of all conditions and representations of the agreement between SELERIX and PARAMOUNT with respect to its subject matter and supersedes all prior writings or understandings.

**19. Survival**

Notwithstanding any other provisions of this Agreement to the contrary, Sections 2, 6, 8, 9, 10, 14, and 17 shall survive the termination of this Agreement.

---

In witness whereof, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date:

**Paramount Unified Schools**

**Selerix Systems, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: Lyle Griffin

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A: Scope of Services**

This Exhibit A – Scope of Services shall be incorporated into and governed by the terms of that certain Client Service Agreement by and between (“SELERIX”) and (“PARAMOUNT”) dated as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

PARAMOUNT plans to utilize the Licensed Product for the following purposes (the “Purposes”):

- for its employees’ open enrollment and on a year-round basis to assist with employee benefit enrollment and maintenance wherein one or more Colonial Life Products is marketed or purchased; and
- to provide access to benefit administrators, employees, carriers, affiliated agents, and professional enrollers designated by PARAMOUNT who act as agents in conducting such employee benefit enrollments.

### **1. Licensed Product**

“Licensed Product” means the software, software system, and documentation described in the License Agreement.

### **2. Use of Licensed Product Pursuant to Colonial Life License Agreement**

PARAMOUNT acknowledges that PARAMOUNT is only permitted to use the Licensed Product in strict accordance with the License Agreement with Colonial Life. PARAMOUNT shall not acquire any right or interest in the Licensed Product, or any derivative of the Licensed Product other than the use rights expressly provided for in the License Agreement.

### **3. Setup**

Subject to the fees set forth below, SELERIX will configure the Licensed Product for PARAMOUNT at PARAMOUNT’s request. Configuration can include any of the following; preparation of plan presentations, setting up benefit plans, establishing eligibility and enrollment rules, entering rates, and loading the census.

### **4. Support**

#### **A. Client Support**

SELERIX will provide support PARAMOUNT reasonably needs to assist it in utilizing the Licensed Product for the Purposes described above.

#### **B. Technical Support**

In addition to the Client Support described above, SELERIX will provide technical support as required to fix technical problems with the Licensed Product as described below. SELERIX reserves the right to determine the manner in which problems are resolved.

Technical problems are defined as follows:

- “Severity 1 Problem” means any defect or interruption in service for which there is no workaround and that prevents the user from completing a critical task.
- “Severity 2 Problem” means any defect that poses an inconvenience to the user but does not prevent the user from completing critical tasks in the system.
- “Severity 3 Problem” means a minor defect or suggestion for improvements for which PARAMOUNT’s use of the system is not seriously impaired.

With the exception of Severity 1 problems, support is to be provided by SELERIX during normal business hours, which are defined as 8 a.m. to 6 p.m. Central Time, Monday through Friday.

## Client Service Agreement

### Exhibit A. Scope of Services

---

SELERIX agrees to resolve:

- Severity 1 Problems within 24 hours.
- Severity 2 Problems within 7 days.
- Severity 3 Problems within 30 days.

## 5. Schedule of Fees

### Support Fees

Fees for the Client Support and Technical Support services described above shall be charged to, and payable by, PARAMOUNT at the rate of \$0.50 per month per enrolled employee with a minimum monthly charge of \$500.00. If PARAMOUNT moves from Colonial site, they will be required to sign a new agreement with SELERIX in which the pricing structure could change.

### Case Set-up Fees

SELERIX will configure the Benefits-Selection system for PARAMOUNT. Case set-up fees will be charged to, and payable by, PARAMOUNT. The configuration cost will vary based on the complexity of PARAMOUNT's plan design. Case set-up includes the following items and the Fees as shown in the Fee Schedule:

- Configuration of rates and eligibility rules for all plans.
- Deployment of onscreen product presentations (no charge)
- Census preparation and upload
- Configuration of imports and exports for data interchange.
- Preparation of custom forms.
- Preparation of laptop software (no charge)
- Preparation of benefit statement report (no charge)

Case Set-Up Fee Schedule	
Plan Set-Up	\$100.00 per plan
Additional rate sets	\$ 50.00 per set
EDI Import Formats	\$500.00 per format
EDI Export Formats	\$500.00 per format
Census File - Employees	\$500.00 per group
Census File - Dependents	\$250.00 per group
Census File - Benefits	\$250.00 per group
Forms	\$500.00 per form

## 6. Billing

SELERIX will provide an itemized invoice to PARAMOUNT on the first of each month for support fees and any case setup work or training that may have been requested or utilized by PARAMOUNT. Payments are due within thirty (30) days of the date of the invoice.

SELERIX will be responsible for paying any federal income taxes that accrue as a result of this agreement. In the event that the fees are deemed to be subject to any state sales tax, said sales tax will be charged to PARAMOUNT and paid by PARAMOUNT to SELERIX.

## 7. Copyright

THE LICENSED PRODUCT IS THE COPYRIGHTED WORK OF SELERIX OR ITS SUPPLIERS AND IS PROTECTED BY THE COPYRIGHT LAWS OF THE UNITED STATES AND INTERNATIONAL TREATY PROVISIONS. PARAMOUNT is prohibited from selling, loaning, renting, leasing, sublicensing, transmitting, distributing, redistributing, or otherwise transferring or assigning any part of the Licensed Product to any third party at any time whether with or without consideration. Without limiting the generality of the foregoing, any transmittal or transfer of the Licensed Product on the Internet or by other electronic means is prohibited. ANY REPRODUCTION OR DISTRIBUTION OF THE LICENSED PRODUCT NOT

## **Client Service Agreement**

### **Exhibit A. Scope of Services**

---

IN ACCORDANCE WITH THE EXPRESS TERMS OF THE LICENSE AGREEMENT IS PROHIBITED AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. ANY ACTUAL OR ATTEMPTED SALE, LOAN, RENTAL, LEASE, LICENSE, SUBLICENSE, TRANSMISSION, DISTRIBUTION OR REDISTRIBUTION OR OTHER TRANSFER OR ASSIGNMENT OF THE LICENSED PRODUCT, IN WHOLE OR IN PART, IN ANY MEDIA OR BY ANY METHOD, SHALL IMMEDIATELY AND IRREVOCABLY TERMINATE THIS AGREEMENT AND YOUR RIGHTS TO USE THE LICENSED PRODUCT UNDER THE LICENSE AGREEMENT FOR ALL PURPOSES NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. PARAMOUNT acknowledges and agrees that the Licensed Product and all permitted copies are SELERIX's exclusive property and a valuable trade secret of SELERIX. PARAMOUNT may not disclose or make available to third parties the Licensed Product or any portion thereof without SELERIX's prior written approval. SELERIX reserves title to, ownership of, and all proprietary rights to the Licensed Product, as well as any related work product and major or minor releases of the Licensed Product, if any. PARAMOUNT shall not: (a) permit any copy of the Licensed Product to be shared or used concurrently by persons other than Authorized Users under the terms of the License Agreement; (b) modify (except as expressly provided otherwise herein), translate, disassemble, or reduce the Licensed Product to another form, or create derivative works based upon the Licensed Product, or cause or permit another to do so; (c) remove any proprietary notices, labels, copyright marks, or trademarks on the Licensed Product; or (d) adapt (except as expressly provided otherwise herein), rent, lease, commercially host, redistribute, loan, or attempt to license or sublicense the Licensed Product. PARAMOUNT shall promptly and in good faith take all action reasonably necessary, advisable, or requested by SELERIX to assure compliance with this Section 7 by all employees, agents, and clients of PARAMOUNT.

#### **8. Termination**

In the event of termination of this Agreement, SELERIX shall discontinue providing services to PARAMOUNT.

In addition, PARAMOUNT acknowledges and agrees that the remedy at law for any breach by PARAMOUNT of any of the terms of this Agreement may be inadequate and therefore agrees and consents that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy and without the necessity of posting bond of more than \$500.00.

SELERIX's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to SELERIX in law and in equity.



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** June 26, 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 fourth quarter April 1 through June 30, 2017.

**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

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** June 26, 2017  
**SUBJECT:** Bid Summary – Fresh Produce Contract

**BACKGROUND INFORMATION:**

At the meeting of February 15, 2017, the Board of Education authorized staff to seek bids for Student Nutrition Services produce supplies. The Sunrise Produce contract provides the District a fixed price for produce supplies over a period of one year.

The summary below reflects the pricing for produce.

Vendor	Pricing for Sample Project
<b>Sunrise Produce</b>	<b>\$519,448.50</b>
Gold Star Foods	\$502,587.05

The company listed above in bold was awarded the contract.

The above-listed contract is renewable upon District approval.

**PREPARED BY:**

Cindy DiPaola, Director-Operations

**DISTRICT PRIORITY 9:**

Effectively manage resources in order to achieve District’s mission.