

# 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 26, 2017**

The meeting was called to order at 6:01 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 Trustee Sonya Cuellar  
Trustee Vivian Hansen Trustee Tony Peña  
Trustee Alicia Anderson
- Administrators Present Ruth Pérez, Superintendent  
Ruben Frutos, Assistant Superintendent-Business Services  
Myrna Morales, Assistant Superintendent-Human Resources  
Ryan Smith, Assistant Superintendent-Secondary Educational Services  
Deborah Stark, Assistant Superintendent-Educational Services  
Daniel Aguilar, Director-Safety & Security  
Cindy DiPaola, Director-Maintenance & Operations  
Greg Francois, Director-Secondary Education  
Renee Jeffrey, Director-K-5 School Support & Innovative Programs  
Margarita Rodriguez, Director-Research & Evaluation  
Beatriz Spelker-Levi, Director-Personnel  
Chris Stamm, Director-Nutrition Services  
Patricia Tu, Director-Fiscal Services  
Yolanda Calderon, Assistant Director-Fiscal Services  
David Daley, Program Administrator  
Scott Law, Principal-Collins School  
Margie Domino, Assistant Principal-Jackson School  
Yvonne Rodriguez, Assistant Principal-Paramount High School-West
- Approve Agenda Trustee Cuellar moved, Trustee Peña seconded and the motion.  
June 26, 2017 Superintendent Pérez shared with the Board that item 3.9-A was being  
1.208 pulled from the agenda. The motion carried 5-0 to approve the agenda  
of the Regular Meeting of June 26, 2017 as amended.
- Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Trustee Hansen moved, Trustee Anderson seconded the motion carried 5-0 to approve the minutes of the Regular Meeting of June 12, 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 was in attendance but no report was provided.

### Board Members' Reports

Trustee Anderson attended the Schools To Watch Conference and redesignation awards recognition for Alondra and Jackson Middle Schools and accompanied staff to visit the office of Congresswoman Lucille Roybal-Allard.

Trustee Cuellar had no report.

Trustee Garcia attended the Elk's Scholarship awards event, the Boy's and Girl's Scouts Flag ceremony, the Chamber of Commerce Installation & Awards luncheon, and the Tepic Sister Cities Meeting.

Trustee Hansen had no report.

Trustee Peña attended the Schools To Watch Conference and redesignation awards recognition for Alondra and Jackson Middle Schools.

### Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- ❖ Superintendent Pérez wished to thank Director Cindy DiPaola and the Operations staff for their support in all the preparations for the various promotions and high school graduations.
- ❖ Dr. Pérez announced to the Board that she was making a presentation to the Board of a Charter petition binder from Opportunities For Learning and are presenting to the Board for consideration for Charter status in our District. Opportunities For Learning staff will be in attendance for the July 17, 2017 Board meeting to provide a presentation of their program before the Board.

#### Introductions:

##### David Daley – Director-Special Education

David Daley received a Bachelor's Degree in Psychology and another in Education from Westfield State College. He received his Master's Degree in Special Education Mild/Moderate from California State University, Dominguez Hills and another in School Administration from Loyola Marymount University.

David has served as a Resource Specialist at Paramount High School for 13 years. He served as a Program Specialist in Special Education providing support for all high schools for four years. For the past two years, David has served as a Program Administrator in Special Education.

David is highly regarded for his work and dedication on behalf of students. He strives to provide students with the highest quality of education. He looks for new ways to support students with special needs.

We welcome David as Director of Special Education.

Scott Law, Director – Facilities and Project Management

Scott Law received his Bachelor's Degree in Biology and Chemistry and his Master's Degree in Teaching from Chapman University.

Scott served as a teacher at Clearwater School/Paramount High School-West Campus and as a Curriculum Specialist in Educational Services. Scott served as an Assistant Principal at Paramount High School-West Campus for six years and then two years at Zamboni Middle School. For the past two years, Scott has served as the Principal of Collins School.

Scott has been instrumental in the renovation of the Zamboni Campus and the modernization of Collins School. He comes to the job with strong technology skills and a vision to support a high quality learning environment for students.

We welcome Scott as Director of Facilities and Project Development.

Dr. Yvonne Rodriguez, Principal-Paramount Adult School

Dr. Yvonne Rodriguez received her Bachelor's Degree in English and Communication and her Master's Degree in Educational Administration from Azusa Pacific University and her Doctorate from the California State University, Fullerton in Educational Leadership Administration.

Yvonne served as a Language Arts teacher and a TOSA at Paramount High School. Yvonne also served as the Assistant Principal of Paramount High School. For the past eight years, Yvonne has served as the Assistant Principal of Guidance, Student Activities, and Curriculum & Instruction at the West Campus.

Yvonne is a passionate leader and is dedicated to enhancing instructional strategies for all students. Yvonne is known for her ability to relate well with students, staff and parents.

We welcome Yvonne as Principal of the Adult School.

Theresa Diaz, Principal-Collins School

Theresa Diaz received her Bachelor's Degree in Child and Adolescent Studies and her Master's Degree in Educational Administration from California State University, Fullerton.

Theresa served as a teacher at Mokler School. Theresa became the Math Coach at Mokler School and then the Instructional Coach at Collins School for two years. For the past four years, she has served as a Curriculum Specialist in Educational Services.

Theresa is known for her understanding of what currently exists, the ability to envision what is possible (and needed) and the planning and implementation skills to turn vision into visible results.

We welcome Theresa as Principal of Collins School.

#### Title 1 Parent Survey Results

Renee Jeffrey, Director-K-5 Support and Innovative Programs and Margarita Rodriguez, Director-Research, Assessment and Student Information provided the Board with an update on the Title 1 Parent Survey Results, review highlights of the survey and outline next steps.

The Title 1 Parent Survey is given each year to the parents of students in grades K-12. In 2016-17, one survey was administered with both LCAP and Title 1 sections-the combination of what had been two surveys in the prior year, made it easier for parents to participate.

Questions on student to adult connections and college and career readiness were topics that were added to reflect district focus. Sections of the survey also discussed included school climate and engagement, student and adult connections (new), conditions of learning and college and career readiness.

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

#### 2017-18 Budget

Ruben Frutos, Assistant Superintendent-Business Services and Patricia Tu, Director-Fiscal Services provided the Board with an update on the Budget and the District's next steps.

Areas discussed included:

- Decline in enrollment/attendance (AD)
- District personnel costs
- District fund balance
- One-time funding
- Federal budget allocations
- Post-employment benefits

Mr. Frutos share what happens next:

- The 2017-18 State Budget Act is approved
- LEA's have 45 days from the date of budget approval to adjust budget
- Close the books for 2016-17
- Unaudited actual due to LACOE by September 15, 2017.

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

#### **BOARD MEETING CALENDAR**

There were no changes to the Board meeting calendar.

#### **HEARING SECTION**

The following speakers addressed the Board:

Mr. Gerald Cerda congratulated the new principals being introduced. He shared with the Board that on June 13, 2017 he attended a Town Hall meeting and did not see many District employees there and that was concerning to him as the most important person, the Superintendent was not there. He received a letter from Supervisor Hahn regarding the air and this is a big issue.

Mr. Cerda added that earlier in the day he requested for copies of District office administration salaries and believes they should be readily available at the time of the request and they are not. Mr. Cerda added that he would be submitting a uniform complaint unlawful pupil fees. When a coach is requesting money from students and it's a state funded program, that is a big no no. He indicated he addressed this concern two years ago to the superintendent at the time, doesn't know if it was addressed but two years later its happening again and a coach is asking for \$50 fee per student, that is a lot of money when added up. Mr. Cerda added that he will be submitting his complaint even though he knows it's already being addressed. He considers it to be financial child abuse.

Mrs. Sonia Olmos De Leon thanked David Daley and Scott Law for their comments and asked that they do what's best for the kids and really holds that to everyone in the room including parents. For the June 12, 2017 meeting people came to address the air quality and after the meeting, Mr. Frutos spoke with them. Her husband also received a letter from the District addressing the air filters the District uses in which the letter indicates they are the best, but to her best is not objective it is subjective and that is not the best for her. She shared a memorandum from the Health Department dated May 17, 2017 and indicated that the Health Department is just covering themselves. She has asked and met with Councilmember Diane Martinez in December 2016 to discuss the implementation and providing of air filters. She added that the Brown Act should be followed.

Ms. Sara Patricia, Lincoln parent commented that everyone in the room should understand why parents are upset. There is an air crisis going on in our city with the metal forging company and medical waste facility. Parents are upset and have requested that the District be more proactive. The response being received is that the District is aware and are following and getting debriefed on a weekly basis. As a parent, if you know your child is breathing high levels of toxins, you would be upset too because children are breathing this air outside and in the classrooms. Parents are here and at the Council meetings. They are trying to protect children. Wants the Board to be more proactive to find solutions. She added that the people making the big decisions don't live in the City. They get to go home and not smell Chromium 6 or the burnt metal. She asked that to be taken into account.

**CONSENT ITEMS**  
0.210

Trustee Anderson, Trustee Hansen Peña seconded and the motion carried 5-0 to approve the Consent items.

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

**General Services**

Representatives to Athletic Leagues for 2017-18  
1.210

Approved Mr. Alex Acosta, Athletic Director and Ms. Rachel Dominguez, Athletic Director, as District Representatives to athletic leagues for 2017-18.

**Human Resources**

Personnel Report  
16-19

Accepted Personnel Report 16-19, as submitted. The report includes details, assignments, terminations, and employment of personnel.

2.210

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  
3.210

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

Overnight and/or Out-of County Study Trips  
3.210

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

### **Business Services**

Purchase Order Report 16-19  
4.210

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

Warrants for the Month of May 2017  
4.210

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

Acceptance of Donations  
4.210

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.

Consultant Services  
4.210

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

Professional Activities Report 16-12  
4.210

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

### **ACTION ITEMS**

#### **Educational Services**

Local Control Accountability Plan, 2017-2020  
3.211

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Local Control Accountability Plan, 2017-2020 for submission to Los Angeles County Office of Education.

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

Resolution 16-36, Local Agreement for Child Development Services for the California State Preschool Program 2017-18  
3.212

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 5-0 to 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.

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

Consolidated Application for Funding Categorical Aid Programs  
3.213

Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to approve submission of the Consolidated Application for Funding Categorical Aid Programs to the California Department of Education for the 2017-18 school year.

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

Nonpublic, Nonsectarian  
School/Agency Services  
Annual Master Contracts for  
Special Education Students,  
2017-18 School Year  
3.214

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to 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.

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

Nonpublic School Placements  
for Special Education  
Students, 2017-18 School  
Year  
3.215

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the funds for the placement of special education students in a nonpublic school, as determined by the students' Individual Education Plan for the 2017-18 school year.

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

Physical Education  
Exemption for High School  
Students  
3.216

Trustee Peña moved, Trustee Hansen seconded, and the motion carried 5-0 to approve physical education course exemptions for students who meet the criteria for either the Two-year exemption or the permanent exemption.

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

SAT/PSAT College  
Readiness Assessments  
Agreement for the 2017-18  
School year  
3.217

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the SAT/PSAT College Readiness Assessments Agreement with College Board for the 2017-18 school year.

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

Los Angeles County Office of  
Education's Instructional  
Technology Agreement  
3.218

Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to 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.

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

School Loop Agreement  
*This item was pulled*

*This item was pulled from the agenda.*

Service Agreement with the  
Los Angeles County Sheriff's  
Department for two School  
Resource Officers  
3.219

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 5-0 to 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.

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

Career Technical Education  
Incentive Grant Award  
3.220

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to approve accept funds for the CTE Incentive Grant Award to develop student's skills enrolled in Career Technical Education Programs.

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

Kaplan Professional Services Agreement  
3.221

Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to approve the Kaplan Professional Services Agreement with Kaplan K12 Learning Services, LLC for the 2017-18 school year.

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

### **Business Services**

Estimated Actuals Financial Report for 2016-17 and the Proposed Budget for 2017-18  
4.222

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to 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.

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

2016-17 Budget Adjustments as of May 31, 2017  
4.223

Trustee Hansen moved, Trustee Peña seconded, and the motion carried 5-0 to 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.

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

Resolution 16-37, the Education Protection Account  
4.224

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to adopt Resolution 16-37, determining that all Education Protection Account funds shall be used to pay teacher salaries.

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

Agreement for Services with The Kendrick Group, LLC for 2017-2018 and Submission of E-Rate Applications for 2018-19  
4.225

Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to 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

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

Sale, Disposal or Recycle of Surplus Property  
4.226

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

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

Approval of Agreement with OpenGov for Software Services  
4.227

Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Agreement with OpenGov for Software Services, and authorize the Superintendent or designee to execute all necessary documents.

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

Approval of Affordable Care Act Subscription Agreement with Selerix Systems, Inc.,  
4.228

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the Affordable Care Act Subscription Agreement with Selerix Systems, Inc., and Option to Approve Client Service



and Option to Approve Client Agreement, as needed. Authorize the Superintendent or designee to  
Service Agreement execute all necessary documents.  
4.228  
Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

## **INFORMATION ITEMS**

### **Educational Services**

Williams Settlement Quarterly The Board received as information the required Williams Settlement  
Uniform Complaint Summary Quarterly Uniform Complaint Summary for the fourth quarter April 1, 2017  
through June 30, 2017.

### **Business Services**

Bid Summary – Fresh The Board received as information a summary of bid results for fresh  
Produce Contract produce.

## **ANNOUNCEMENTS**

President Garcia reported that the next Regular Meeting would be  
Monday, July 17, 2017 at 6:00 p.m. – Boardroom of the District Office.

Staff Employee Comments There were no staff/employee comments.  
Per Government Code 54957

## **CLOSED SESSION**

The Board adjourned to Closed Session at 7:20 p.m. to discuss  
Conference with Legal Counsel-Anticipated Litigation, Public  
Employment, Public Employee Performance/Evaluation  
(Superintendent), and Public Employee Discipline/Dismissal/Release.

## **OPEN SESSION**

The Board reconvened to Regular Session at 10:09 p.m. President  
Garcia reported that they discussed Conference with Legal Counsel-  
Anticipated Litigation, Public Employment, Public Employee  
Performance/Evaluation (Superintendent) and Public Employee  
Discipline/Dismissal/Release.

There following action was taken in Closed Session:

Public Employment  
2.229

Trustee Anderson moved, Trustee Hansen seconded and the motion  
carried 4-0 to approve the appointment of Michael T. Ono as Principal  
effectively as soon as mutually agreeable.

Ayes: 1 – Trustees Anderson, Garcia, Hansen, Peña  
Nays: 1 – Cuellar

Public Employment  
2.230

Trustee Anderson moved, Trustee Peña seconded and the motion  
carried 5-0 to approve the appointment of Keith Nuthall as Principal  
effective as soon as mutually agreeable.

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

Public Employment  
2.231

Trustee Peña moved, Trustee Anderson seconded and the motion  
carried 5-0 to approve the appointment of Alicia Megofna as Assistant  
Principal effective as soon as mutually agreeable.

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

## **ADJOURNMENT**

Trustee Hansen moved, Trustee Cuellar seconded, and the motion

carried 5-0 to adjourn the Regular Meeting of the Board of Education

held on June 26, 2017 at 10:10 p.m. in memory of Shirley Elliot former Board of Education member, Elk's Lady and Woman's Club member.

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:** July 17, 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.

At the June 26, 2017 Board of Education meeting, Athletic Directors Mr. Alex Acosta and Ms. Rachel Dominguez were Board approved as representatives. With the recent appointment of Mr. Michael Ono as Principal of Paramount High School, a revision is necessitated and is being submitted recommending Mr. Ono as representative for CIF Athletic Leagues for Paramount High School for 2017-18.

## **POLICY/ISSUE:**

Education Code Section 33353 - California Interscholastic Federation; Implementation

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Approve Michael Ono, Principal-Paramount High School as District representative 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:** July 17, 2017  
**SUBJECT:** Personnel Report 17-01

## **BACKGROUND INFORMATION:**

Following is Personnel Report 17-01, 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 17-01 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 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
Dary, Debra	Teacher Temporary	Hollydale	B-17	<b><u>Annual</u></b> \$84,292 General Fund	08-11-17	06-30-18
Olmos, Crystal	Teacher Temporary	Hollydale	C-2	\$59,867 General Fund	08-14-17	06-30-18
Rubio, Sandra	Teacher Temporary	Keppel	C-7	\$69,401 General Fund	08-14-17	06-30-18
Baligad, Gretchen Angelique	Teacher Temporary	Mokler	B-2	\$57,017 General Fund	08-11-17	06-30-18
Fernandez, Gloria	Teacher Temporary	Paramount High-Senior	C-12	\$81,956 General Fund	08-14-17	06-30-18
Hyun, Alexander	Teacher Temporary	Paramount High-Senior	E-6	\$74,290 General Fund	08-14-17	06-30-18
Johnston, Mark	Teacher Temporary	Paramount High-Senior	C-3	\$61,663 General Fund	08-14-17	06-30-18
Merickel, Taylor	Teacher Temporary	Paramount High-Senior	C-3	\$61,663 General Fund	08-14-17	06-30-18
*Ono, Michael	Principal	Paramount High-Senior	Sch. B II-6	\$141,864 General Fund	07-10-17	
Tague, Mark	Teacher Temporary	Paramount High-Senior	B-4	\$60,491 General Fund	08-14-17	06-30-18
Espericueta, Angela	Teacher Temporary	Paramount High-Senior	A-2	\$54,300 Special Education	08-14-17	06-30-18
<b><u>PROMOTION</u></b>						
*Law, Scott	Director Facilities & Program Improvement	Business Services	Sch. A III-2	<b><u>Annual</u></b> \$139,842 General Fund	07-01-17	
*Daley, David	Director	Special Education	Sch. A II-1	\$127,354 Special Education	07-01-17	

\*Ratification

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>PROMOTION</u></b>						
<u>continued</u> *Rodriguez, Yvonne	Principal	Adult Education	Sch. E III-6	<b>Annual</b> \$139,400 Adult Education/ Community Day School	07-01-17	
*Diaz, Theresa	Principal	Collins	Sch. I III-1	\$116,540 General Fund	07-01-17	
*Megofna, Alicia	Assistant Principal	Paramount High-West	Sch. F III-1	\$117,334 General Fund	07-01-17	
*Domino, Margie	Principal	Roosevelt	Sch. I III-1	\$116,540 General Fund	07-01-17	
<b><u>ADDITIONAL ASSIGNMENTS</u></b>						
*Marin, Jesus	Saturday School NTE 30 hrs.	Student Services		<b>Hourly</b> \$38.00 LCAP**	05-13-17	06-10-17
*Cheek, Joshua *Garcia, Gabriel *Granados, Veronica *Medina, Roxanne *Otte, John *Tilson, Courtney *Uriarte, Jose *Veith, Kirsan	6 <sup>th</sup> Grade Orientation NTE 20 hrs. each	Alondra		\$38.00 Title I	06-12-17	06-15-17
*Aparicio, Michelle *Bakkers, Christine *Marin, Jesus *Yu, Grace	6 <sup>th</sup> Grade Orientation NTE 16 hrs. each	Hollydale		\$38.00 Title I	06-12-17	06-15-17
*Camp, Diana *Kirkpatrick, Ryan *Rivera, Rodrigo *Stocks, Cory	6 <sup>th</sup> Grade Orientation NTE 16 hrs. each	Jackson		\$38.00 Title I	06-12-17	06-15-17

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>ADDITIONAL ASSIGNMENTS</u></b>						
<u>continued</u>						
*Caldera, Ricardo	Support for students in CTE Program NTE 7.5 hrs. each	Paramount High-Senior		<b>Hourly</b>	05-15-17	05-19-17
*Jacobco, Ernesto				\$38.00		
*Jaffe, Brent				\$47.16		
*Sewell, Jason				\$38.00		
				Title I		
*Culhane, Danielle	6 <sup>th</sup> Grade Orientation NTE 14 hrs. each	Paramount Park		\$38.00	06-12-17	06-15-17
*Lee, Iris				Title I		
*Pardo, Maria						
*Vasquez, Elizabeth						
*Aguirre, Tania	6 <sup>th</sup> Grade Orientation NTE 16 hrs. each	Zamboni		\$38.00	06-12-17	06-15-17
*Aldridge, Ardelia				Title I		
*Bowman, Barbara						
*Camiling, Joan						
*Castillo, Nora						
*Lui, Lana						
*Luna, Art						
McCone Praytor, Nelda						
<b><u>SUMMER SCHOOL ASSIGNMENTS</u></b>						
*Ruiz, Fatima	Counselor NTE 3.75 hrs. per day	Special Education		<b>Hourly</b>	06-12-17	07-13-17
				\$38.00		
				LCAP** / Special Education		
*Parker-Aiken, Sara	Counselor NTE 5.25 hrs. per day	Special Education		\$38.00	06-12-17	07-20-17
				LCAP / Special Education		
*Sawyer, Danielle	Nurse NTE 5.5 hrs. per day	Special Education		\$38.00	06-12-17	07-20-17
				LCAP / Special Education		

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SUMMER SCHOOL ASSIGNMENT</u></b> <u>continued</u>						
*Genchi, Selest	Teacher NTE 5.25 hrs. per day	Special Education		<b>Hourly</b> \$38.00 Special Education	06-19-17	07-20-17
*Alonso, Alex *Powell, Stephanie	Teacher NTE 4 hrs. per day	Adult Education		\$38.00 Special Education	06-12-17	07-20-17
*Angulo, Daniel *Barton, Amie *Brainard, Richard *Cabrera-Gonzalez, Sandra *Granados, Veronica *Hernandez, Martin *Humble, Christine *Ledezma, Alicia *Lussman, John *Marsh, Erin *Mora, Melissa *Muller, Monserrat *Uriarte, Jose *Veith, Kirsan *Wolf, Christina	Teacher NTE 4 hrs. each per day	Alondra		\$38.00 Title I	06-12-17	07-13-17
*Thomas, Katherine	Teacher NTE 1.5 hrs. per day	Buena Vista		\$38.00 LCAP**	06-12-17	07-20-17
*Brand, Richard *Chacon, Michelle *Cortes, Magdalena *Hawkins, Emily *Lee, Katie *Mireles, Griselda *Nunez, Cristina	Teacher NTE 4 hrs. each per day	Lincoln		\$38.00 Title I	06-12-17	07-13-17

\*Ratification

\*\*Local Control Accountability Plan



**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SUMMER SCHOOL ASSIGNMENT</u></b>						
continued						
*Rosa, Kenia *Tryon, Amada *Wilson, Genevieve *Zepeda, Rosalba	Teacher NTE 4 hrs. each per day	Lincoln		<b>Hourly</b> \$38.00 Title I	06-12-17	07-13-17
*Baltazar, Kristine *Garret, Annie *Gonzalez, Patricia I. *Hernandez, Sara *Kochanowski, Malgorzata *Leon, Susan *Maberry, Amanda *MacNeill, Yolanda *Niebres-Orbita, Norma *Perez, Claudia *Sierra, Carlos	Teacher NTE 4 hrs. each per day	Los Cerritos		\$38.00 Title I	06-12-17	07-13-17
*Espinosa, Brenda *McDonald, Kelsey *Talamantes, Lourdes *Yepes Garcia, Maria	Counselor	Paramount High-Senior		\$38.00 LCAP**	06-12-17	07-20-17
*Abarca, Daniel *Bignami, Autumn *Bignami, Frank *Caldera, Ricardo *Carmona, Angel *Cianci, Anna *Dominguez, Rachel *Duran, Curtis *Garcia, Luis *Granillo, Sean *Guevara, Maribel *Howard, Matthew *Juarez, Maria	Teacher NTE 5.25 hrs. each per day	Paramount High-Senior		\$38.00 LCAP	06-12-17	07-20-17

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SUMMER SCHOOL ASSIGNMENT</u></b>						
continued						
*Lopez, Rocio *Luatua, Isaac *Merickel, Stephen *Morelli, Anthony *Navarro, Juan *Park, Charles *Perez, Mayra *Peterson, Joseph *Ryan, Daniel *Tran, Annemarie *Vargas, Jimena *Xiong, Vicki *Yonaki, Andrew	Teacher NTE 5.25 hrs. each per day	Paramount High-Senior		<b><u>Hourly</u></b> \$38.00 LCAP	06-12-17	07-20-17
*Caballero, Esperanza *Kaing, Anita *Kiely, Delia *Maglicmot, Monika *Martin, Christie *Mejia, Marisol *Orozco, Marissa *Parkin, Maria *Slater, Dawna *Soto, Cristina *Zimmerman, Denelle	Teacher NTE 4 hrs. each per day	Wirtz		\$38.00 Title I	06-12-17	07-13-17
<b><u>STIPEND</u></b>						
*Cabral, Belen *Figueroa, Anna *Frost, Rosalee *Garnett, Clauhdet *Landry, Charlene *Larson, Shirleen *Peraza, Damaris	ECE** Lead Teacher	Gaines ECE		<b><u>Stipend</u></b> \$1,889 CSPP***	07-01-16	06-30-17

\*Ratification  
\*\*Early Childhood Education  
\*\*\*California State Preschool Programs

**PERSONNEL REPORT 17-01  
JULY 17, 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>		
*Hong, Michelle	Soccer Intramural Program	Hollydale		\$172 LCAP**	04-03-17	05-31-17
*Aparicio, Michelle *Diaz, Vicente *Genchi, Selest	Athletic Directors & Cheer Advisors	Hollydale		\$692 LCAP	09-01-16	06-09-17
*Aldave, Elizabeth	Department Chair VAPA***	Paramount High-Senior		\$1,234 State Lottery Revenue	08-15-16	06-09-17
*Harter, Tammy	Department Chair Language Arts	Paramount High-Senior		\$4,046 State Lottery Revenue	08-15-16	06-09-17
*Lindshield, Erik	Department Chair Counseling	Paramount High-Senior		\$2,009 State Lottery Revenue	08-15-16	06-09-17
*Lopez, Betsaida	Department Chair Foreign Language	Paramount High-Senior		\$1,564 State Lottery Revenue	08-15-16	06-09-17
*Marchesini, Melissa	Department Chair Social Studies	Paramount High-Senior		\$2,411 State Lottery Revenue	08-15-16	06-09-17
*Rios, Santiago	Department Chair Mathematics	Paramount High-Senior		\$3,501 State Lottery Revenue	08-15-16	06-09-17
*Vargas, Jimena	Department Chair Physical Education	Paramount High-Senior		\$1,837 State Lottery Revenue	08-15-16	06-09-17
*Wuchner, Charles	Department Chair Science	Paramount High-Senior		\$2,956 State Lottery Revenue	08-15-16	06-09-17
*Acosta, Alexander	Boys' Athletic Director	Paramount High-Senior		\$3,947 State Lottery Revenue	08-15-16	06-09-17

\*Ratification

\*\* Local Control Accountability Plan

\*\*\*Visual and Performing Arts

**PERSONNEL REPORT 17-01  
JULY 17, 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>		
*Aldave, Elizabeth	Theatre/Play Advisor	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Bignami, Autumn	Activities Director	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Carmona, Angel	Band Director	Paramount High-Senior		\$3,156 State Lottery Revenue	08-15-16	06-09-17
*Carmona, Angel	Pageantry Director	Paramount High-Senior		\$3,156 State Lottery Revenue	08-15-16	06-09-17
*Dominguez, Rachel	Girls' Athletic Director	Paramount High-Senior		\$3,947 State Lottery Revenue	08-15-16	06-09-17
*Hays, Brian	Choral Director	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Lopez, Rocio	Cheer Advisor	Paramount High-Senior		\$3,156 State Lottery Revenue	08-15-16	06-09-17
*Martinez, Javier	Pirate News Advisor	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Rodriguez, Yvette	Newspaper Advisor	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Sewell, Jason	Yearbook Advisor	Paramount High-Senior		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*Alba, Karina	Department Chair Science	Paramount High-West		\$2,956 State Lottery Revenue	08-15-16	06-09-17

\*Ratification

**PERSONNEL REPORT 17-01  
JULY 17, 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>		
*Bozorgzadeh, Sammaneh	Department Chair Language Arts	Paramount High-West		\$4,046 State Lottery Revenue	08-15-16	06-09-17
*Chaidez, Lorena	Department Chair Electives	Paramount High-West		\$1,779 State Lottery Revenue	08-15-16	06-09-17
*Cinotto, Lisa	Department Chair Special Education	Paramount High-West		\$1,750 State Lottery Revenue	08-15-16	06-09-17
*Gonzalez, Leonardo	Department Chair Mathematics	Paramount High-West		\$3,501 State Lottery Revenue	08-15-16	06-09-17
*Gray, Kelly	Department Chair Counseling	Paramount High-West		\$1,148 State Lottery Revenue	08-15-16	06-09-17
*Jaffe, Brent	Department Chair CTE	Paramount High-West		\$1,294 State Lottery Revenue	08-15-16	06-09-17
*Ramirez, Jaime	Department Chair Physical Education	Paramount High-West		\$1,837 State Lottery Revenue	08-15-16	06-09-17
*Ramirez, Sheryl	Department Chair Counseling	Paramount High-West		\$1,148 State Lottery Revenue	08-15-16	06-09-17
*Cunningham, Christina	ASB Advisor	Paramount High-West		\$2,294 State Lottery Revenue	08-15-16	06-09-17
*McPherson, Robin	Cheer Advisor	Zamboni		\$692 LCAP	09-01-16	06-30-17
*Ortiz, Julie						
*Banks, Jason	Wrestling	Zamboni		\$172 LCAP**	03-01-17	06-02-17
*Meko, Nicholas						

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>SPRING SPORTS COACHING STIPEND</u></b>						
*Bignami, Frank	Varsity Boys' Baseball Head Coach	Paramount High-Senior		<b><u>Stipend</u></b> \$3,156 State Lottery Revenue	02-20-17	05-12-17
*Bergamini-Guerrero, Roberto	Varsity Swim Head Coach	Paramount High-Senior		\$3,156 State Lottery Revenue	02-20-17	05-12-17
*Guggiana, John	Boys' Tennis Varsity Head Coach	Paramount High-Senior		\$3,156 State Lottery Revenue	02-20-17	05-12-17
*Liwanag Polk, Rosheka	Varsity Boys' Tennis	Paramount High-Senior		\$3,156 State Lottery Revenue	02-20-17	05-12-17
*Park, Charles	Boys' Volleyball	Paramount High-Senior		\$3,156 State Lottery Revenue	02-20-17	05-12-17
*Yonaki, Andrew	J.V. Coach	Paramount High-Senior		\$3,156 State Lottery Revenue	02-20-17	05-12-17
<b><u>SPRING SPORTS CIF PLAYOFFS STIPEND</u></b>						
*Bergamini-Guerrero, Roberto	Spring Sports	Paramount High-Senior		<b><u>Stipend</u></b> 1/10 <sup>th</sup> of \$3,156 for each week of play General Fund	05-06-17	05-12-17
*Guggiana, John	Spring Sports	Paramount High-Senior		1/10 <sup>th</sup> of \$3,156 for each week of play General Fund	05-06-17	05-20-17

\*Ratification

**PERSONNEL REPORT 17-01  
 JULY 17, 2017  
 CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>RESIGNATION</u></b>					
Camp, Diana	Teacher	Jackson	Personal	06-15-17	
Tien, Michelle	Teacher	Los Cerritos	Personal	06-19-17	
Brown, Whitley	Teacher	Paramount High-Senior	Personal	06-30-17	
Healy, Patrick	Teacher	Paramount High-Senior	Personal	06-30-17	
Pena, Samuel	Dean of Students	Paramount High-Senior	Personal	06-30-17	

**PERSONNEL REPORT 17-01**  
**JULY 17, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<b><u>Short Term</u></b>						
Rathnayake, Sumudu	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Special Education	112-I	<b><u>Hourly</u></b> \$15.47 Special Education	08-14-17	12-15-17
*Dobson, Susan	Instructional Assistant – Sp. Ed. NTE 27.5 per week as needed	Paramount High-Senior	112-I	\$15.47 General Fund	06-09-17	
*Hodgson, Candice	Instructional Assistant – Sp. Ed. NTE 50 hrs. as needed	Roosevelt	112-I	\$15.47 EIA-LEP**	06-12-17	06-30-17
<b><u>College Tutor</u></b>						
*Gomez, Denise	College Tutor NTE 30 hrs.	Zamboni		\$13.50 LCAP***	06-09-17	06-30-17
<b><u>Student Worker</u></b>						
*Morales, Gloria	Student Worker NTE 5.5 hrs. per day, as needed	K-5 Schools & Innovative		\$10.50 EIA-LEP	06-13-17	09-29-17
*Halk, Cheryl					06-14-17	09-29-17
*Solorzano, Jazmine					06-13-17	09-29-17
*Soto, Haydee					06-14-17	09-29-17
<b><u>Summer Assignment</u></b>						
*Lewis, Kenneth	Campus Security On call, as needed	Operations	118-VI	<b><u>Hourly</u></b> \$22.19 General Fund	06-19-17	07-20-17
*Martinez, John	Custodian NTE 40 hrs. per week	Operations	117-VI	\$21.65 LCAP	06-19-17	07-20-17
*Espinosa, Esther	Instructional Assistant - SE/SH NTE 27.5 hrs. per week each	Special Education	115-I	\$16.67	07-03-17	07-20-17
*Medal Martinez, Rosa			115-III	\$18.40 Special Education		
*Martinez, Rosalba	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

\* Ratification

\*\* Economic Impact Aid-Limited English Proficient

\*\*\* Local Control Accountability Plan



**PERSONNEL REPORT 17-01**  
**JULY 17, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment</b> continued						
*Enriquez, Nancy	Senior Nutrition Services Worker NTE 8 hrs. per day each	Student Nutrition Services	211-VI	<b>Hourly</b> \$19.14**	06-12-17	08-04-17
*Padilla, Amber			111-VI	\$18.68		
*Vega, Griselda			111-VI	\$18.68 SNS***		
*Avila, Consuelo	Nutrition Services Manager NTE 8 hrs. per day each	Student Nutrition Services	417-IV	\$20.99**	07-03-17	08-04-17
*Canela, Andrea			117-I	\$17.52		
*Enriquez, Nancy			217-III	\$19.79**		
*Flores Trejo, Mayra			117-V	\$20.33		
*Green, Gloria			617-V	\$21.23**		
*Lim, Young			317-V	\$20.88**		
*Lucas, Martha			117-III	\$19.33		
*Nevarez, Maria			417-IV	\$20.99**		
*Perez, Leticia			317-V	\$20.88**		
*Rodriguez, Mayra			117-IV	\$20.30		
*Silva Castaneda, Liliana			117-II	\$18.40		
*Thompson, Felicia			217-IV	\$20.76**		
*Toledo, Gloria			217-IV	\$20.76** SNS		
*Acosta, Sonia	Nutrition Services Worker NTE 2 hrs. per day each	Student Nutrition Services	109-VI	\$17.78	06-12-17	08-04-17
*Alarcon, Maria			209-VI	\$18.24**		
*Aleman, Eloisa			209-VI	\$18.24		
*Balbalosa, Nina			409-VI	\$18.47**		
*Becerra de Hernandez, Maria			109-V	\$17.52		
*Calvillo, Ana			109-VI	\$17.78		
*Casian, Maria			109-VI	\$17.78		
*Chavez, Bertha						
*Contreras, Maria			109-IV	\$16.67**		
*Cordova, Aura			109-II	\$15.10		
*Cota, Margarita			209-VI	\$18.24**		
*Cruz, Maria D.			209-VI	\$18.24**		
*Ekonomo Carranza, Margarita			109-I	\$14.37		
*Enriquez, Nancy			209-VI	\$18.24** SNS		

\* Ratification

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

\*\*\* Student Nutrition Services

**PERSONNEL REPORT 17-01**  
**JULY 17, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment</b>						
continued						
*Flores, Rosanna	Nutrition Services	Student	109-I	<u>Hourly</u> \$14.37	06-12-17	08-04-17
*Garcia, Dolores	Worker	Nutrition	309-VI	\$18.36**		
*Garcia, Elizabeth	NTE 2 hrs. per day	Services	109-III	\$15.87		
*Garcia, Guadalupe	each		109-II	\$15.10		
*Gomez, Esli			109-V	\$17.52		
*Guerrero, Angelica			109-VI	\$17.78		
*Gutierrez Gomez, Marilis			109-I	\$14.37		
*Hernandez, Carmela			109-II	\$15.10		
*Holguin, Esmeralda			109-I	\$14.37		
*Howard, Emma			309-VI	\$18.36**		
*Ibarra, Marisol			109-I	\$14.37		
*Jimenez, Rosa			109-VI	\$17.78		
*Lockwood, Yanira			309-VI	\$18.36**		
*Lozada, Maria			109-I	\$14.37		
*Lucas, Martha			109-VI	\$17.78		
*Luna, Patricia			109-I	\$14.37		
*Madrigal, Rosa			209-VI	\$18.24**		
*Maldonado, Lucia			109-V	\$17.52		
*Mares, Brenda			109-VI	\$17.78		
*Martinez, Manuela			309-VI	\$18.36		
*Martinez, Rosalba			109-V	\$17.52		
*Mendez, Erika			109-VI	\$17.78		
*Molina, Elsa			109-VI	\$17.78		
*Monzon de Pulido, Ana			109-I	\$14.37		
*Neal, Yvette			309-VI	\$18.36**		
*Nunez Barragan, Margarita			109-V	\$17.52		
*Nunez, Julia			209-VI	\$18.24**		
*Ochoa, Maribel			109-IV	\$16.67		
*Padilla, Amber			109-VI	\$17.78		
*Pozos, Maribel			209-VI	\$18.24**		
*Ramos, Lorena			209-VI	\$18.24**		
*Reyes, Guillermo			209-VI	\$18.24**		
*Rios, Martha			109-VI	\$17.78		
*Rivas, Elizabeth			309-VI	\$18.36**		
				SNS		

\*Ratification

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

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment continued</b>						
*Rodriguez, Andrea	Nutrition Services Worker	Student Nutrition Services	209-VI	<b>Hourly</b> \$18.24**	06-12-17	08-04-17
*Rodriguez, Leticia	NTE 2 hrs. per day		309-VI	\$18.36**		
*Saem, Lance	each		109-VI	\$17.78		
*Salazar, Araceli			109-IV	\$16.67		
*Salazar, Bobbie			109-I	\$14.37		
*Saldivar, Isela			109-VI	\$17.78		
*Sanchez, Bevelyn			109-II	\$15.10		
*Sanchez, Teresa			609-VI	\$18.70**		
*Silva Castaneda, Liliana			109-V	\$17.52		
*Uribe, Rosalinda			109-VI	\$17.78		
*Valenzuela, Ramona			109-VI	\$17.78		
*Vega, Adriana			109-V	\$17.52		
*Vega, Griselda			109-VI	\$17.78		
*Veliz, Rosenda			109-VI	\$17.78		
*Zamarripa, Maria			109-VI	\$17.78		
*Zarate, Ariadna			209-VI	\$18.24**		
*Zuniga, Deanna			109-IV	\$16.67 SNS		
*Diaz, Mercy	Instructional Tutor/ Mentor NTE 80 hours	Student Services	411- VI	\$19.37** LCAP	06-09-17	06-30-17
*Hailey, Theresa	School Administrative Assistant NTE 5 hrs. per day	Alondra	623-VI	\$26.03** LCAP	07-03-17	07-13-17
*Pena, Ignacio	Campus Security	Alondra	118-II	\$18.87	06-19-17	07-13-17
*Pigeo, Anthony	NTE 5 hrs. per day each		118-VI	\$22.19 General Fund		
*Sanchez, Tami	Student Data Technician NTE 5 hrs. per day	Alondra	419-VI	\$23.45** LCAP	07-03-17	07-13-17
*Salado, Jose	Technology	Alondra	118-III	\$19.81	06-12-17	07-13-17
*Soto Munoz, Veronica	Instructional Assistant NTE 4.5 hrs. per day each		318-VI	\$22.77** Title I		

\* Ratification

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

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Summer Assignment continued</u></b>						
*Graham, Craig	Campus Security NTE 5 hrs. per day	Buena Vista	618-VI	<b>Hourly</b> \$23.12** LCAP	06-19-17	07-13-17
*Salazar, Maritza	School Administrative Assistant NTE 4.5 hrs. per day	Buena Vista	123-VI	\$25.11 LCAP	07-03-17	07-13-17
*Marquez-Campos, Veronica	Instructional Assistant – Sp. Ed. NTE 5.5 hrs. per day	Community Day School	112-I	\$15.47 LCAP	06-12-17	07-13-17
*Vernoy, John	Campus Security NTE 5 hrs. per day	Community Day School	318-VI	\$22.77** LCAP	06-19-17	07-13-17
*Amezcuca, Diana	Instructional Assistant – ECE NTE 5 hrs. per day each	Gaines ECE	211-VI	\$19.14**	06-12-17	06-30-17
*Baca, Velia			211-VI	\$19.14**		
*Chacon, Susana			111-V	\$18.41		
*Cruz, Maria			611-VI	\$19.60**		
*Godinez, Nathalie			111-VI	\$18.68		
*Palacios-Orduno, Maria			111-VI	\$18.68		
*Sandoval, Yoana			211-VI	\$19.14** ECE***		
*Martinez, Liliana	School Office Assistant NTE 8 hrs. per day	Hollydale	116-II	\$17.95 General Fund	06-12-17	06-30-17
*Contreras, Damien	Technology Instructional Assistant NTE 4 hrs. per day	Lincoln	118-V	\$21.87 Title I	06-12-17	07-13-17
*Miranda, Sally	School Administrative Assistant NTE 5 hrs. per day	Lincoln	323-VI	\$25.68 LCAP	07-03-17	07-13-17
*Olmos, Christie	Student Data Technician NTE 5 hrs. per day	Lincoln	319-VI	\$23.33** LCAP	07-03-17	07-13-17

\* Ratification

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

\*\*\* Early Childhood Education

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>Summer Assignment</b> <u>continued</u> *Menjivar, Edgar	Technology Instructional Assistant NTE 4 hrs. per day	Los Cerritos	118-III	<b>Hourly</b> \$19.81 Title I	06-12-17	07-13-17
*Munoz, Omar	Student Data Technician NTE 5 hrs. per day	Los Cerritos	119-VI	\$22.75 LCAP	07-03-17	07-13-17
*Patino, Sandra	School Administrative Assistant NTE 5 hrs. per day	Los Cerritos	423-V	\$25.43** Title I	07-03-17	07-13-17
*Rodriguez, Yeida	Speech/Language Assistant NTE 3.5 hrs. per day	Los Cerritos	111-II	\$15.87 Special Education	06-12-17	07-13-17
*Carrillo-Barrancas, Brian	Campus Security NTE 5 hrs. per day each	Paramount High-Senior	118-VI	\$22.19	06-19-17	07-20-17
*Dake, Randall			218-VI	\$22.66**		
*Dorsey, Sequena			118-VI	\$22.19 LCAP		
*Mendez, Valerie	Library Technician NTE 10 hrs. per week	Paramount High-Senior	116-III	\$18.87 Title I	06-19-17	07-20-17
*Acevedo, Jose	Technology Instructional Assistant NTE 3 hrs. per day each	Paramount High-Senior	220-VI 120-I	\$23.78** \$18.87 Title I	06-12-17	07-20-17
*Rodriguez, Michael						
*Ortega, Saidy	Technology Instructional Assistant NTE 3 hrs. per day	Paramount High-Senior	118-IV	\$20.82 Title I	06-12-17	07-20-17
*Arellano, Mary	Instructional Assistant - Sp. Ed. NTE 12 hrs. as needed	Paramount High-Senior	512-VI	\$19.96** Special Education	06-12-17	06-22-17

\* Ratification

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

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Summer Assignment</u></b> continued						
*Leon, Jose	Campus Security	Paramount	118-IV	<b>Hourly</b> \$20.82	06-19-17	07-20-17
*Quintiliani-Hodgson, Donald	NTE 4 hrs. per day each	High-West	118-VI	\$22.19		
*Smith, Rose			318-VI	\$22.77** LCAP		
*Davila, Claudia	Technology Instructional Assistant NTE 40 hrs. total	Paramount High-West	118-III	\$19.81 EIA-LEP	06-12-17	07-20-17
*Celiz, Annette	Instructional Assistant - Sp. Ed. NTE 40 hrs. as needed	Roosevelt	312-VI	\$19.73** EIA-LEP	06-12-17	06-30-17
*Campante, Susana	Student Data Technician	Wirtz	419-VI	\$23.45** LCAP	07-03-17	07-13-17
*Gamboa, Brenda	Technology Instructional Assistant NTE 30 hrs. total	Wirtz	118-III	\$19.81 LCAP	06-12-17	07-13-17
*Guardian, Graciela	Administrative Assistant NTE 5 hrs. per day	Wirtz	323-VI	\$25.68** LCAP	07-03-17	07-13-17
*Maldonado, Erika	Speech/Language Assistant NTE 3.5 hrs. as needed	Wirtz	111-VI	\$18.68 Special Education	06-12-17	07-13-17

\* Ratification

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

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>WORKING OUT OF CLASSIFICATION</u></b>				<b><u>Monthly</u></b>		
*Arvizu, Mario	Grounds Maintenance Worker/Equipment Operator NTE 8 hrs. per day	Operations	121-I	\$3,350 Ongoing & Major Maintenance	06-01-17	06-03-17
*Craft, Fred	Lead Warehouse Worker/Delivery Driver NTE 8 hrs. per day	Operations	328-V	\$4,952** General Fund	06-01-17	06-02-17
*Jacobs, Charles	Operations Supervisor NTE 8 hrs. per day	Operations	Sch. 2 309-I	\$6,515** Ongoing & Major Maintenance	06-01-17	06-02-17
*Ortiz, Louie	Operations Supervisor	Operations	Sch. 2 309-I	\$6,515** Ongoing & Major Maintenance	06-12-17	06-30-17
*Platero, Carlos	Warehouse Worker/Delivery Driver NTE 8 hrs. per day	Operations	125-I	\$3,697 General Fund	06-01-17	06-02-17
*Ruiz, Joe	Lead Custodian NTE 8 hrs. per day	Operations	123-I	\$3,519 General Fund	06-02-17	06-09-17
*Ochoa, Rosa	Senior Custodian NTE 8 hrs. per day	Keppel	122-IV	\$3,982 General Fund	06-01-17	06-09-17
*Patino, Sandra	Administrative Assistant NTE 5 hrs. per day	Los Cerritos	423-V	\$4,408** Title I	06-12-17	06-30-17

\* Ratification

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

**PERSONNEL REPORT 17-01  
JULY 17, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>PER DIEM</u></b> *Smith, Franklin	Mental Health Specialist	Special Education		<b><u>Per Diem</u></b> \$525 Special Education	06-19-17	06-29-17
<b><u>TEMPORARY ATHLETIC TEAM COACH</u></b> De La Paz, Diana *Perez, Yesenia	Assistant Coach Girls' Softball CIF Playoffs	Paramount High-Senior		<b><u>Stipend</u></b> 1/10 <sup>th</sup> of \$2,264 per week General Fund	05-06-17	05-20-17
*Martinez, Antonio	Assistant Coach Swim CIF Playoffs	Paramount High-Senior		1/10 <sup>th</sup> of \$2,264 per week General Fund	05-06-17	05-13-17
*Barnes, Thomas *Jimenez, Jessica	Assistant Coach Track & Field CIF Playoffs	Paramount High-Senior		1/10 <sup>th</sup> of \$2,264 per week General Fund	05-06-17	05-23-17

\* Ratification



**PERSONNEL REPORT 17-01**  
**JULY 17, 2017**  
**CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>RESIGNATION</u></b>					
Mendez, Stephanie	Office Assistant	Nutrition Services	Personal	06-23-17	
Olide, Andres	Research Specialist	Research & Evaluation	Personal	06-29-17	
Lozada, Brenda	Short Term Instructional Assistant – Sp. Ed.	Special Education	Personal	06-19-17	
Gallegos, Brenda	Short Term Instructional Assistant – Sp. Ed.	Special Education	Personal	06-19-17	
Garcia, Isabel	Short Term Instructional Assistant – Sp. Ed.	Collins	Personal	06-08-17	
Bermeo, Rosa	Short Term Instructional Assistant – Sp. Ed.	Jackson	Personal	06-09-17	
Iniguez, Eloisa	Noon Duty Aide	Jefferson	Personal	06-08-17	
Padilla, Amber	Nutrition Services Worker	Lincoln	Personal	06-30-17	
Rathnayake, Sumudu	Instructional Assistant - Sp. Ed.	Paramount High-Senior	Personal	06-26-17	
Santacruz, Crystal	Short Term Instructional Assistant – Sp. Ed.	Paramount High-Senior	Personal	06-09-17	
<b><u>EARLY RETIREMENT</u></b>					
Rivera-Cabrera, Edith	Language Assessment Assistant	Paramount High-West	Early Retirement	07-10-17	

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** July 17, 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	Parent Institute for Quality Education  PC16-1765	Addendum to the contract with Parent Institute for Quality Education to provide families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential. An additional \$1,400 is needed to cover the original contract.	Tanner School  Requested by: Holly Hennessy	February 21, 2017 through April 18, 2017	\$1,400 additional funds for a total of \$8,900 from Title I School Site funds

**POLICY/ISSUE:**

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

**FISCAL IMPACT:**

As indicated above

**STAFF RECOMMENDATION:**

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

**CONSENT ITEM: 3.1-C**

**PREPARED BY:**

Manuel San Miguel, Director – Student Services

**DISTRICT PRIORITY 1:**

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

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Purchase Order Report 17-01

## **BACKGROUND INFORMATION:**

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

### **2016/2017**

1. Ratified Orders – Adult Education Fund	\$	8,000
2. Ratified Orders –Cafeteria Fund		3,000.00
3. Authorized Orders – Cafeteria Fund		5,600.00
4. Ratified Orders – General Fund		6,772.88
5. Authorized Orders – General Fund		202,982.64
6. Ratified Orders – LCAP		1,729.09
7. Authorized Orders – LCAP		6,586.27
	Subtotal	\$ 234,670.88

8. Ratified Orders (Under \$1,500) 26,724.04

**TOTAL OF ALL ORDERS** \$ **261,394.92**

### **2017/2018**

1. Authorized Orders – Building Fund		1,153,048.78
2. Ratified Orders – Building Fund		3,099.38
3. Authorized Orders – Capital Facilities Fund		92,212.38
4. Ratified Orders – Capital Facilities Fund		21,726.23
5. Ratified Orders – Child Development Fund		8,525.00
6. Ratified Orders – General Fund		63,263.48
7. Authorized Orders – General Fund		51,663.17
8. Authorized Orders – General Fund California Clean		105,500.00
9. Authorized Orders – LCAP		763,863.76
10. Ratified Orders – LCAP		20,461.84
	Subtotal	\$ 2,283,364.02

**CONSENT ITEM: 4.1-C**

11. Ratified Orders (Under \$1,500) 17,890.54

**TOTAL OF ALL ORDERS** \$ **2,301,254.56**

**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 17-01 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**

**July 17, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
17-00031	ADMINISTRATIVE SERVICES COOPERATIVE, INC	Maintenance & Operations	Annual: student transportation (Board approved: 05/25/2016) (increase from \$1,650,000 to \$1,775,000)	\$125,000.00 *
17-00149	MAJOR CLEANUP, INC.	Maintenance & Operations	Annual: sump pump maintenance (increase from \$4,800 to \$6,300)	\$1,500.00
17-00179	LINDSAY LUMBER COMPANY	Maintenance & Operations	Annual: building supplies (increase from \$28,000 to \$31,000)	\$3,000.00
17-03026	BUCKEYE CLEANING CENTER	Maintenance & Operations	Warehouse stock	\$10,129.79 *
17-03027	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$24,256.14 *
17-03028	STAPLES	Maintenance & Operations	Warehouse stock	\$8,508.60 *
17-03045	LOS ANGELES COUNTY OFFICE OF EDUCATION	Business Services	Professional services	\$9,474.22 *
17-03047	ACADEMIC CAP AND GOWNS	Paramount High School	Medallions (143) & cords (68)	\$2,272.88
17-03057	ACADEMIC CAP AND GOWNS	Secondary Ed Services	Graduations gowns (1,215), diplomas (1,145), & diploma covers (1,200) (Board approved 12/12/16)	\$25,613.89 *
<b>010 - General Fund - LCAP</b>				
17-03044	OTW SAFETY	Maintenance & Operations	Safety barriers (47)	\$6,586.27 *
17-03054	U. S. BANK	Maintenance & Operations	Pressure washers (2)	\$1,729.09
<b>110 - Adult Education Fund</b>				
17-03005	RICHARD MORGAN	Adult Education	Interim project manager: May	\$4,000.00
17-03055	RICHARD MORGAN	Adult Education	Interim project manager: June	\$4,000.00
<b>130 - Cafeteria Fund</b>				
17-00063	MAAM DOMINOS	Nutrition Services	Annual: delivered pizza (increase from to \$30,000 to \$33,000)	\$3,000.00
17-00157	FOOD SAFETY SYSTEMS	Nutrition Services	Annual: food service sanitation system (increase from \$62,000 to \$67,600)	\$5,600.00 *

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

**Paramount Unified School District**

2016/2017

**Purchase Orders To Be Ratified and Authorized**

**July 17, 2017**

**PURCHASE ORDER SUMMARY BY FUND**

99 Purchase orders for a total of **\$261,394.92**

<b>010 - General Fund</b>	To Be Authorized	\$202,982.64
	To Be Ratified Over \$1,500	\$6,772.88
	To Be Ratified Under \$1,500	\$24,695.07
	<b>Fund Total</b>	<b>\$234,450.59</b>
<b>010 - General Fund - LCAP</b>	To Be Authorized	\$6,586.27
	To Be Ratified Over \$1,500	\$1,729.09
	To Be Ratified Under \$1,500	\$567.98
	<b>Fund Total</b>	<b>\$8,883.34</b>
<b>110 - Adult Education Fund</b>	To Be Ratified Over \$1,500	\$8,000.00
	To Be Ratified Under \$1,500	\$160.99
	<b>Fund Total</b>	<b>\$8,160.99</b>
<b>130 - Cafeteria Fund</b>	To Be Authorized	\$5,600.00
	To Be Ratified Over \$1,500	\$3,000.00
	To Be Ratified Under \$1,500	\$1,300.00
	<b>Fund Total</b>	<b>\$9,900.00</b>

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

July 17, 2017

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
18-00261	SOUTHWEST SCHOOL & OFFICE SUPPLY	Collins Elementary School	Annual: online ordering	\$4,999.00
18-00262	STAPLES	Collins Elementary School	Annual: online ordering	\$4,999.00
18-00264	SCIENTIFIC LEARNING	Special Education	Online literacy support software licenses (10)	\$4,050.00
18-00267	STAPLES	Superintendents Office	Annual: online ordering	\$2,500.00
18-00269	KIS COMPUTER CENTER	Superintendents Office	Computers (2)	\$2,396.48
18-00272	COOLE SCHOOL	Paramount High School West	Student planners (1,300)	\$4,498.00
18-00273	ENTERPRISE GROUP	Maintenance & Operations	Paper rolls (18)	\$7,144.88 *
18-00274	STAPLES	Paramount High School	Annual: online ordering	\$3,500.00
18-00275	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School	Annual: online ordering	\$3,500.00
18-00288	STAPLES	Fiscal Services	Annual: online ordering	\$3,000.00
18-00289	STAPLES	Keppel Elementary School	Annual: online ordering	\$4,500.00
18-00290	SOUTHWEST SCHOOL & OFFICE SUPPLY	Keppel Elementary School	Annual: online ordering	\$4,000.00
18-00291	STAPLES	Tanner Elementary School	Annual: online ordering	\$4,800.00
18-00298	SOUTHWEST SCHOOL & OFFICE SUPPLY	Gaines Elementary School	Annual: online ordering	\$5,000.00 *
18-00299	STAPLES	Gaines Elementary School	Annual: online ordering	\$5,000.00 *
18-00302	SOUTHWEST SCHOOL & OFFICE SUPPLY	Jefferson Elementary School	Annual: online ordering	\$1,500.00
18-00307	VIRCO INC	Paramount High School West	Student desks (38)	\$5,200.34 *
18-00308	CI SOLUTIONS	Paramount High School	School ID unit system rental & supplies	\$5,185.00 *
18-00309	RENAISSANCE LEARNING, INC.	Roosevelt Elementary School	Subscription renewal: Accelerated Reader (600), Math Facts (600), STAR Reader (600), & hosting fee	\$10,535.00 *
18-00316	STAPLES	Secondary Ed Services	Annual: online ordering	\$2,000.00
18-00317	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School West	Annual: online ordering	\$4,500.00
18-00318	STAPLES	Paramount Park Middle School	Annual: online ordering	\$3,000.00
18-00319	TALK TECHNOLOGIES	Tanner Elementary School	Headset system for meeting translation services	\$2,521.00
18-00320	STAPLES	Jefferson Elementary School	Annual: online ordering	\$3,000.00
18-00322	KYA SERVICES, LLC	Maintenance & Operations	Paramount Park: replace carpeting in hallway	\$7,954.78 *
18-00344	VIRCO INC	Jackson Middle School	Stools (32)	\$5,643.17 *
<b>010 - General Fund - Calif. Clean Energy Jobs Act</b>				
18-00315	DRO MANAGEMENT SERVICES, INC.	Maintenance & Operations	Facility commissioning & technical services Prop 39 (Board approval 06/12/17)	\$105,500.00 *

\* 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**  
**July 17, 2017**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund - LCAP</b>				
18-00278	PROJECT LEAD THE WAY	Alondra Middle School	Instructional materials	\$2,149.51
18-00280	PROJECT LEAD THE WAY	Alondra Middle School	Instructional materials	\$3,646.94
18-00281	PROJECT LEAD THE WAY	Jackson Middle School	Instructional materials	\$21,306.92 *
18-00285	PROJECT LEAD THE WAY	Jackson Middle School	Instructional materials	\$2,714.78
18-00287	PROJECT LEAD THE WAY	Secondary Ed Services	Instructional materials	\$21,298.59 *
18-00293	PROJECT LEAD THE WAY	Hollydale K-8 School	Instructional materials	\$2,714.78
18-00294	PROJECT LEAD THE WAY	Zamboni Middle School	Instructional materials	\$21,317.52 *
18-00295	PROJECT LEAD THE WAY	Paramount Park Middle School	Instructional materials	\$21,306.92 *
18-00296	PROJECT LEAD THE WAY	Zamboni Middle School	Instructional materials	\$2,714.78
18-00297	PROJECT LEAD THE WAY	Paramount Park Middle School	Instructional materials	\$2,714.78
18-00300	PROJECT LEAD THE WAY	Alondra Middle School	Instructional materials	\$3,806.27
18-00305	CARNEGIE LEARNING	Business Services	Core Work Text Sets:Algebra (175) & Geometry (105) (Board adopted: 5/22/17)	\$64,657.65 *
18-00313	ORTCO, INC.	Maintenance & Operations	Gaines ECE: replace playground surfacing (Bid 1-14-15)	\$22,975.00 *
18-00314	INTER-PACIFIC, INC.	Maintenance & Operations	Lakewood, Buena Vista, & Adult Education installation of LED lighting (Bid # 8-16-17)	\$45,477.48 *
18-00323	AUDIOVISION INC.	Maintenance & Operations	Zamboni: motorized screen & installation	\$8,889.57 *
18-00324	FC & SONS ROOFING INC.	Maintenance & Operations	Paramount High School: new roof at 700 building, gym, & girls locker room (Bid # 4-15-16)	\$409,828.00 *
18-00337	KIS COMPUTER CENTER	Hollydale K-8 School	Notebook computers (20), printer, charging cart & supplies	\$19,325.96 *
18-00338	KIS COMPUTER CENTER	Zamboni Middle School	Notebook computers (32), printers (2), charging carts (2) &supplies	\$31,728.90 *
18-00339	KIS COMPUTER CENTER	Alondra Middle School	Notebook carts (36), printers (2), charging carts (2) & supplies	\$40,020.00 *
18-00340	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	Educational Services	Organization Management System subscription fees (Board approved 06/12/17)	\$5,000.00 *
18-00343	AUDIOVISION INC.	Jackson Middle School	Display monitors (15)	\$30,731.25 *
<b>120 - Child Development Fund</b>				
18-00257	DEPARTMENT OF SOCIAL SERVICES	ECE - Gaines	Annual: licensing fees for Alondra, Hollydale, Zamboni, Keppel, Wirtz, Collins, Mokler & Gaines	\$3,025.00
18-00258	SMART & FINAL IRIS COMPANY	ECE - Gaines	Annual: food & supplies purchases	\$2,000.00

\* 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**

July 17, 2017

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>120 - Child Development Fund</b>				
18-00259	SOUTHWEST SCHOOL & OFFICE SUPPLY	ECE - Gaines	Annual: online ordering	\$1,500.00
18-00260	STAPLES	ECE - Gaines	Annual: online ordering	\$2,000.00
<b>210 - Building Fund</b>				
18-00306	OCEANSTATE DEVELOPMENT, INC.	Maintenance & Operations	Collins: relocation of portable classrooms (10)	\$387,343.75 *
18-00333	FC & SONS ROOFING INC.	Maintenance & Operations	New H.S: new roofs rooms 1-19 & restrooms, 21-24, administration bldg. & staff lounge (Bid # 4-15-16)	\$443,221.00 *
18-00334	QUALITY FENCE	Maintenance & Operations	Temporary fencing at various sites	\$20,000.00 *
18-00335	REM CUSTOM BUILDERS INC.	Maintenance & Operations	New High School: replace ceiling tiles	\$110,509.03 *
18-00336	REM CUSTOM BUILDERS INC.	Maintenance & Operations	PHS-West Campus: replace all windows in Administration building & library	\$191,975.00 *
18-00341	PRINTTIO LARGE FORMAT PRINTING	Maintenance & Operations	Measure I construction banners (30)	\$3,099.38
<b>250 - Capital Facilities Fund</b>				
18-00342	VIRCO INC	Alondra Middle School	Classroom chairs (53), student desks (6)	\$3,943.56
18-00345	VIRCO INC	Buena Vista High School	Classroom chairs (2), science tables (60), desks (3)	\$38,918.34 *
18-00346	VIRCO INC	Collins Elementary School	Classroom chairs (32), student desks (16), teacher desk, bookcase	\$3,605.65
18-00347	VIRCO INC	Gaines Elementary School	Classroom chairs (32), student desks (16), teacher desk, bookcase	\$3,605.65
18-00348	VIRCO INC	Hollydale K-8 School	Classroom chairs (140)	\$7,397.41 *
18-00349	VIRCO INC	Jackson Middle School	Classroom chairs (21), student desks (13)	\$2,860.66
18-00350	VIRCO INC	Lincoln Elementary School	Classroom chairs (32), student desk (1)	\$1,830.90
18-00353	VIRCO INC	Paramount High School	Classroom chairs (4), student desks (112)	\$15,238.92 *
18-00354	VIRCO INC	Paramount High School	Classroom chairs (4), student desks (24)	\$4,220.57
18-00355	VIRCO INC	Roosevelt Elementary School	Classroom chairs (45)	\$1,659.24
18-00358	VIRCO INC	Maintenance & Operations	Classroom chairs (300), student desks (100)	\$30,657.71 *

\* 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**

**July 17, 2017**

**PURCHASE ORDER SUMMARY BY FUND**

98 Purchase orders for a total of **\$2,301,254.56**

<b>010 - General Fund</b>	To Be Authorized	\$51,663.17
	To Be Ratified Over \$1,500	\$63,263.48
	To Be Ratified Under \$1,500	\$12,550.34
	<b>Fund Total</b>	<b>\$127,476.99</b>
<b>010 - General Fund - Calif. Clean Energy Jobs Act</b>	To Be Authorized	\$105,500.00
	<b>Fund Total</b>	<b>\$105,500.00</b>
<b>010 - General Fund - LCAP</b>	To Be Authorized	\$763,863.76
	To Be Ratified Over \$1,500	\$20,461.84
	To Be Ratified Under \$1,500	\$2,642.59
	<b>Fund Total</b>	<b>\$786,968.19</b>
<b>120 - Child Development Fund</b>	To Be Ratified Over \$1,500	\$8,525.00
	<b>Fund Total</b>	<b>\$8,525.00</b>
<b>210 - Building Fund</b>	To Be Authorized	\$1,153,048.78
	To Be Ratified Over \$1,500	\$3,099.38
	<b>Fund Total</b>	<b>\$1,156,148.16</b>
<b>250 - Capital Facilities Fund</b>	To Be Authorized	\$92,212.38
	To Be Ratified Over \$1,500	\$21,726.23
	To Be Ratified Under \$1,500	\$2,697.61
	<b>Fund Total</b>	<b>\$116,636.22</b>

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Warrants for the Month of June 2017

## **BACKGROUND INFORMATION**

The following warrants were issued during the month of June:

<b>FUNDS</b>	<b>REGISTER NO.</b>		<b>AMOUNT</b>
<b><u>GENERAL FUND (01)</u></b>			
Certificated Salaries	C1K/R48	\$	7,543,030.28
Classified Salaries	150/R48	\$	3,583,043.88
Commercial Warrants	23833855/23904456	\$	3,549,169.14
TOTAL GENERAL FUND		\$	<u>14,675,243.30</u>
<b><u>ADULT EDUCATION FUND (11)</u></b>			
Certificated Salaries	C1K/R48	\$	146,456.05
Classified Salaries	E4V/R48	\$	71,379.84
Commercial Warrants	23833855/23904456	\$	342,274.94
TOTAL ADULT EDUCATION FUND		\$	<u>560,110.83</u>
<b><u>CHILD DEVELOPMENT FUND (12)</u></b>			
Certificated Salaries	C1K/R48	\$	65,691.93
Classified Salaries	E4V/R48	\$	89,161.08
Commercial Warrants	23833855/23904456	\$	854.35
TOTAL CHILD DEVELOPMENT		\$	<u>155,707.36</u>
<b><u>BUILDING (BOND) FUND (21)</u></b>			
Commercial Warrants	23833855/23904456	\$	269,557.13
TOTAL BUILDING (BOND) FUND		\$	<u>269,557.13</u>
<b><u>CAPITAL FACILITIES FUND (25)</u></b>			
Classified Salaries		\$	
Commercial Warrants	23833855/23904456	\$	8,879.31
TOTAL CAPITAL FACILITIES FUND		\$	<u>8,879.31</u>

**CONSENT ITEM: 4.2-C**

**SCHOOL FACILITIES FUND (35)**

Commercial Warrants	23833855/23904456	\$	0.00
TOTAL SCHOOL FACILITIES FUND		\$	<u>0.00</u>

**CAFETERIA FUND (13)**

Classified Salaries	E4V/R48	\$	497,157.18
Commercial Warrants	23833855/23904456	\$	313,520.91
TOTAL CAFETERIA FUND		\$	<u>810,678.09</u>

**SELF-INSURANCE FUND - H & W (67.0)**

Commercial Warrants	23833855/23904456	\$	23,171.33
TOTAL SELF-INSURANCE FUND - H & W		\$	<u>23,171.33</u>

**SELF-INSURANCE FUND - Workers' Comp (67.1)**

Commercial Warrants	23833855/23904456	\$	0.00
TOTAL SELF-INSURANCE FUND - Workers' Comp		\$	<u>0.00</u>

**SELF-INSURANCE FUND - Early Retirees (67.2)**

Commercial Warrants	23833855/23904456	\$	469.00
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	<u>469.00</u>

**REVOLVING CASH FUND**

Commercial Warrants	9399/9483	\$	55,239.88
TOTAL REVOLVING CASH FUND		\$	<u>55,239.88</u>

**TOTAL WARRANTS ALL FUNDS**

**\$ 16,559,056.23**

**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 June with a total of \$16,559,056.23

**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:** July 17, 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 \$230.76 from Wells Fargo's *Community Support Campaign*. This donation will be designated for the students of Roosevelt School to support student incentives for grades TK through 5.
2. The District received a donation of a 3D printing package with an estimated value of \$8,000.00 from GE Additive. This donation will be designated for students of Zamboni School to support the PLTW engineering class.
3. The District received a donation totaling \$1,500.00 from College Board. This donation will be designated for students of Paramount High School to support AP classes.
4. The District received a donation totaling \$285.00 from Media All Stars, Inc. This donation will be designated for Paramount High School to support supplies and incentives for student athletics.
5. The District received a donation totaling \$1,368.00 from California Interscholastic Federation. This donation will be designated for Paramount High School to support supplies and incentives for student athletics.
6. The District received a donation totaling \$218.00 from California Interscholastic Federation. This donation will be designated for Paramount High School to support supplies and incentives for student athletics.
7. The District received a donation totaling \$500.00 from Atkinson, Andelson, Loya, Ruud & Romo. This donation will be designated for

**CONSENT ITEM: 4.3-C**

Paramount High School to support supplies and incentives for students in art classes.

8. The District received a donation totaling \$733.20 from Mira Costa High School ASB. This donation will be designated for Paramount High School to support supplies and incentives for student athletics.
9. The District received a donation totaling \$500.00 from Teledyne Controls. This donation will be designated for the students of Jackson School to support the purchase of supplies.
10. The District received a donation totaling \$1,406.70 from LifeTouch National School Studios. This donation will be designated for the students of Hollydale School to support building a positive school culture through the Safe and Civil Schools Program.
11. The District received a donation of a Winter upright piano with an estimated value of \$2,500.00 from Janet Heldenbrand. This donation will be designated for District students.

For the current 2017-18 fiscal year through July 17, 2017, the District has received an estimated total, which includes the above amounts, of \$17,241.66 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.





# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-01, 2017-18 Board Memberships

## **BACKGROUND INFORMATION:**

Board members' responsibilities necessitate keeping abreast of a variety of topics relating to public education. Membership and participation in associations and organizations are ways of providing Board members with current information.

Annual renewal for memberships in organizations in which the Board members may elect to participate is being presented for approval.

## **POLICY/ISSUE:**

Board Bylaw 9000 - Role of the Board and Members (Powers, Purposes, Duties)  
Board Bylaw 9142 - Board Representatives to Other Agencies and Organizations  
Board Bylaw 9340 - Membership in Associations  
Education Code Section 35173 - Membership in Societies, Associations and Organizations

## **FISCAL IMPACT:**

\$22,000 approximately from Board of Education funds.

## **STAFF RECOMMENDATION:**

Adopt Resolution 17-01 authorizing memberships in associations and organizations for the Board of Education members for the 2017-18 school year.

## **PREPARED BY:**

Ruth Pérez, Superintendent

## **DISTRICT PRIORITY 5:**

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

**ACTION ITEM: 1.1-A**

# PARAMOUNT UNIFIED SCHOOL DISTRICT

## **RESOLUTION 17-01**

### **2017-18 MEMBERSHIPS**

BE IT RESOLVED that the Board of Education of the Paramount Unified School District does hereby authorize individual memberships for the Board of Education for the 2017-18 school year (July 1, 2017 - June 30, 2018) for said District in the following:

California School Boards Association (includes Delegate Assembly)

Los Angeles County School Trustees Association

We hereby certify that the above is a true copy of Resolution 17-01 adopted by the Board of Education of the Paramount Unified School District at its Regular Meeting held on July 17, 2017.

---

Ruth Pérez, Ed.D.  
Superintendent

# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** July 17, 2017  
**SUBJECT:** 2017-18 Compensation for Board of Education Members

**BACKGROUND INFORMATION:**

Education Code Section 35120 (4) stipulates that for school districts having had an average daily attendance of 10,000 to 25,000, each member of the Governing Board who attends all meetings may receive compensation for services not to exceed \$400 per month.

A Board member who is not eligible to be paid for all meetings will be proportionally compensated based upon the total number of Board meetings held that month. A Board member may, however, receive payment, upon Board approval, for any Board meeting when the absence is due to illness or official District business.

**POLICY/ISSUE:**

Education Code Section 35120(4) – Governing Boards – Officers & Agents

**FISCAL IMPACT:**

\$4,800 per annum per Board of Education member

**STAFF RECOMMENDATION:**

Approve compensation per Education Code Section 35120 for the Board of Education members for the 2017-18 school year.

**PREPARED BY:**

Ruth Pérez, Superintendent

**DISTRICT PRIORITY 5:**

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

**ACTION ITEM: 1.2-A**

# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-02, Board Member Compensation for Absence Due to Illness

**BACKGROUND INFORMATION:**

Education Code Section 35120 (c) stipulates that a Board member may be paid when the member is absent due to illness. Resolution 17-02 authorizes the compensation for a maximum of two Board meetings per calendar year when the member of the Paramount Unified School District Board of Education cannot attend the meetings due to illness.

**POLICY/ISSUE:**

Education Code Section 35120 (c) – Governing Boards – Officers & Agents

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Adopt Resolution 17-02 authorizing the compensation of a Board of Education member for a maximum of two Board meetings per calendar year when the member cannot attend the meetings due to illness.

**PREPARED BY:**

Ruth Pérez, Superintendent

**DISTRICT PRIORITY 5:**

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

**ACTION ITEM: 1.3-A**

# PARAMOUNT UNIFIED SCHOOL DISTRICT

## **RESOLUTION 17-02**

### **Resolution Authorizing Board Member Compensation For Absence Due to Illness**

WHEREAS, Education Code Section 35120 (c) authorizes the compensation of Governing Board members when they do not attend the Board Meeting due to illness;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Education Code Section 35120 (c), the Board of Education of the Paramount Unified School District hereby authorizes the compensation of any member of the Board of Education of the Paramount Unified School District up to two Board meetings per calendar year when the member cannot attend said meetings due to illness.

We hereby certify that the above is a true copy of Resolution 17-02 adopted by the Board of Education of the Paramount Unified School District at its Regular Meeting held on July 17, 2017.

---

Ruth Pérez, Ed.D.  
Superintendent

# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** July 17, 2017  
**SUBJECT:** Public Hearing – Opportunities For Learning (OFL) Charter Petition

## **BACKGROUND INFORMATION:**

On June 15, 2017, a charter petition for Opportunities For Learning (OFL) was delivered to the Paramount Unified School District (PUSD) District Office. The Governing Board received a copy of the Charter at its June 26, 2017 regular meeting, thereby commencing the timelines for District Board action thereon.

Pursuant to Education Code Section 47605 (b), the PUSD Governing Board must hold a public hearing on the provisions of the Charter, at which time the Governing Board shall consider the level of support for the Charter by teachers employed by PUSD, other employees of PUSD and parents. During the agenda item, the Charter petitioners and the public have the opportunity to make a presentation and express their comments concerning the proposed charter school.

The District administration will provide a recommendation to the Governing Board whether to approve or deny the Charter. The Governing Board's action to approve or deny the Charter is scheduled to occur at its regular meeting on August 14, 2017.

## **POLICY/ISSUE:**

Education Code 47600 – Charter School Act of 1992

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Conduct a public hearing regarding the Opportunities For Learning Charter petition, at which time the Governing Board should consider the level of support for the Charter by Paramount Unified School District teachers, other PUSD employees and parents.

## **PREPARED BY:**

Ruth Pérez, Superintendent

**ACTION ITEM: 1.4-A**

**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:** July 17, 2017  
**SUBJECT:** WorkAbility I Grant Application for the 2017-18 School Year

**BACKGROUND INFORMATION:**

The District is required to complete the WorkAbility I Grant Application to be eligible for 2017-18 funding. This grant provides funds for job development, job coaching and subsidized employment for special education students at the high school and transition levels. Employment for students is at District sites and local businesses. In addition, the grant provides career awareness activities, materials and pre-vocational training and experiences for students in grades 6-8 Special Day Classes.

**POLICY/ISSUE:**

Board Policy 3230 – Categorical Funds

**FISCAL IMPACT:**

Income of approximately \$119,958 to restricted funds

**STAFF RECOMMENDATION:**

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.

**PREPARED BY:**

David Daley, Director - Special Education

**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:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** July 17, 2017  
**SUBJECT:** Naviance Software Contract

## **BACKGROUND INFORMATION:**

On September 9, 2015, the Board approved the purchase of the Naviance software program for Paramount High School. As a result of the successful implementation at Buena Vista High School, Paramount Community Day School, Paramount High School and Paramount High School-West Campus in 2016-17, Naviance software will be piloted in all AVID classes and at least one grade level in all 6-8 campuses in 2017-18.

This comprehensive college and career readiness software program provides an avenue for students to assess and align their strengths and interests to post-secondary goals. It also provides an online program for 6-8 counselors to create personalized success plans in which students:

- Explore strengths and interests
- Connect to careers, pathways and clusters
- Investigate majors, colleges and careers
- Create a plan to make it happen

Counselors and AVID teachers will receive training on August 7, 2017.

## **POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development

## **FISCAL IMPACT:**

\$28,286.10 from LCAP Supplemental and Concentration funds

## **STAFF RECOMMENDATION:**

Approve the purchase of Naviance software program for 2017-18.

## **PREPARED BY:**

Greg Francois, Director - Secondary Education and Instructional Technology

## **DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.2-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-03, Interfund Cash Transfers

**BACKGROUND INFORMATION:**

The Los Angeles County Office of Education (LACOE) requires Board approval to transfer funds between categories.

During the normal course of business operations, there are certain routine interfund accounting activities that take place which necessitate the need of a cash transfer. It is recommended that the Board delegate the authority to process the routine interfund cash transfers. The amount of any single interfund cash transfer shall not exceed \$4,000,000. Transfers will only occur if necessary in order to maintain adequate cash and fiscal solvency.

**POLICY/ISSUE:**

Board Policy 3140 – Transfer of Funds between Categories

**FISCAL IMPACT:**

Not to exceed \$4,000,000

**STAFF RECOMMENDATION:**

Adopt Resolution 17-03, Interfund Cash Transfers between any of the District's operating funds, as needed, during the 2017-18 fiscal 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**

**RESOLUTION 17-03  
TRANSFER OF FUNDS**

**WHEREAS**, the purpose of this resolution is to allow for Interfund Cash Transfers to meet the obligations of the District;

**WHEREAS**, the amount of any single interfund cash transfer shall not exceed \$4,000,000;

**WHEREAS**, the amount transferred will be used to cover budgeted expenditures incurred in the identified fund; and,

**WHEREAS**, these funds are now transferred to the appropriate fund from which all obligations are paid;

**THEREFORE, BE IT RESOLVED** that the Governing Board of Paramount Unified School District does hereby authorize Interfund Cash Transfers, as needed, to meet obligations of the District during the 2017-18 fiscal year.

**ADOPTED** this 17<sup>th</sup> day of July, 2017.

---

Linda Garcia, President  
Board of Education

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-04, Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfers

## **BACKGROUND INFORMATION:**

Education Code Section 42600 specifies that all routine budget revisions, adjustments, and transfers shall be approved at official meetings of the District's Board of Education prior to submitting them to the County Superintendent of Schools for approval.

Notwithstanding the traditional processing of revisions, Education Code 42600 allows the Governing Board of a district, by written resolution, to take action permitting the administrative staff to directly process certain budget adjustments and transfers and submit them to the Los Angeles County Office of Education (LACOE) prior to ratification by the Governing Board.

In an effort to expedite that processing time, which currently takes approximately up to six weeks to have a budget transfer processed through the Fiscal Services Department and approved by the Governing Board, LACOE is offering an optional procedure that local educational agencies may choose to follow. That option will allow the Governing Board to delegate administrative authority to District staff in certain circumstances.

A district using this delegation of authority shall submit within 30 days of the board meeting ratified routine budget revisions, adjustments, and transfers. Copies of the Board meeting agenda, minutes, and resolutions documenting the ratification shall also be submitted.

## **POLICY/ISSUE**

Education Code Section 42600 – District Budget Limitation on Expenditure  
Board Policy 3100 – Budget

## **FISCAL IMPACT:**

As indicated in the budget adjustments, revisions and transfers

## **STAFF RECOMMENDATION:**

Adopt Resolution 17-04, authorizing the Los Angeles County Superintendent of Schools to process routine budget revisions, adjustments, and transfers.

## **PREPARED BY:**

Patricia Tu, Director-Fiscal Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.2-A**

# **PARAMOUNT UNIFIED SCHOOL DISTRICT**

## **RESOLUTION 17-04**

### **ANNUAL DELEGATION OF ADMINISTRATIVE AUTHORITY TO PROCESS ROUTINE BUDGET REVISIONS, ADJUSTMENTS, AND TRANSFERS**

**WHEREAS**, the Governing Board of the Paramount Unified School District authorizes the Los Angeles County Office of Education, Superintendent, to make such routine budget revisions, adjustments, and transfers for the payment of District obligations and to effect technical adjustments of the Board-adopted budget during the 2017-2018 fiscal year, in accordance with the provisions of this resolution.

**WHEREAS**, this resolution is adopted for the purpose of expediting the processing of routine budget revisions, adjustments, and transfers, and shall remain in effect for a period of one year, from July 1, 2017, to June 30, 2018, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of Paramount Unified School District.

**WHEREAS**, this resolution shall be limited to the administrative approval and processing of routine budget revisions, adjustments, and transfers, within or between account objects of expenditures and within or between resources and funds.

**WHEREAS**, this resolution shall not permit the administrative processing of non-routine transfers exceeding \$2,000,000 for any single budget revision, adjustment, and transfer which will increase or decrease revenues and other financing sources and uses, along with the corresponding revisions in expenditures; or budget revisions, adjustments, and transfers which reduce or increase the fund balance of any related fund; or transfers between funds. Such non-routine budget revisions, adjustments and transfers must continue to be presented to the Governing Board for approval prior to processing and submission to the Los Angeles County Office of Education for further review, approval and processing.

**WHEREAS**, a summary report of routine budget revisions, adjustments, and transfers approved and processed by the Superintendent in accordance with this resolution, listed by major objects and funds, transaction numbers, date, and amounts shall be submitted to the Governing Board for adoption/ratification monthly and with the District's First Interim, Second Interim, and in conjunction with the annual close of the District's financial records and Unaudited Actuals Reports.

**WHEREAS**, all routine budget revisions, adjustments, and transfers must be made in accordance with the provisions of Education Code Sections 42600, 42601, 42602, 42603, and 42610, and processed using the appropriate forms and documentation as provided by the County Office, and in compliance with applicable District guidelines.

**WHEREAS**, this resolution by the Governing Board and written authorization by the persons herein designated may be used by the Los Angeles County Office of Education to permit routine budget revisions, adjustments, and transfers in accordance with the foregoing guidelines.

**ADOPTED** by the Paramount Unified School District Governing Board on this 17th day of July, 2017.

---

Linda Garcia  
President, Board of Education

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-05, Temporary Interfund Borrowing

## **BACKGROUND INFORMATION:**

Temporary interfund borrowing of cash is permitted by Education Code Section 42603 for K-12 districts. The District's Governing Board's approval is required. The Governing Board may direct that up to 75% of monies held in any fund may be temporarily transferred to another fund of the District for payment of obligations.

Staff wants to ensure that the District has enough cash to satisfy all of its obligations through the end of the fiscal year. This request does not specify a dollar amount and will be determined by the need and the cash available in other funds.

This request is submitted proactively for approval of the Governing Board to authorize the transfer of these funds between any of the District's operating funds for the 2017-2018 fiscal year, should it be needed.

## **POLICY/ISSUE:**

Education Code Section 42603 – Transfer of Special or Restricted Fund Moneys  
Board Policy 3140 – Transfer of Funds Between Categories

## **FISCAL IMPACT:**

Up to 75% of available cash in each operating fund, as needed

## **STAFF RECOMMENDATION:**

Adopt Resolution 17-05, Temporary Interfund Borrowing between any of the District's operating funds as needed, during the 2017-18 fiscal year.

## **PREPARED BY:**

Patricia Tu, Director-Fiscal Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.3-A**

**PARAMOUNT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 17-05  
TEMPORARY INTERFUND BORROWING**

**WHEREAS**, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the 2017-18 fiscal year, and;

**WHEREAS**, temporary transfer of cash between District funds is permitted by Education Code Section 42603, and;

**WHEREAS**, the amount shall not exceed 75% of any moneys held in any fund, and;

**WHEREAS**, borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year. The amounts borrowed shall be repaid either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year;

**THEREFORE, BE IT RESOLVED**, that the Governing Board of Paramount Unified School District hereby authorizes the borrowing of cash between all of the District's funds.

**ADOPTED** this 17th day of July, 2017.

---

Linda Garcia  
President, Board of Education



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Resolution 17-06, Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer

## **BACKGROUND INFORMATION:**

Temporary borrowing of cash from the Treasurer in the event of cash deficiencies is available through the last Monday of April, per Article XVI, Section 6, of the California Constitution. The Treasurer cannot loan districts money after the aforementioned Monday, and districts must be cash self-sufficient from that point on until the end of the year.

The temporary borrowing from the Treasurer may be made under the following restrictions:

- No more than 85 percent of the anticipated revenues accruing to the school district may be borrowed
- Borrowing may not be made prior to the first day of the fiscal year nor after the last Monday in April of the current year
- Repayment from the revenues accruing to the school district shall be made before any other obligation is met from such revenue

Staff wants to ensure that the District has enough cash to satisfy all of its obligations through the end of the fiscal year. This request will be determined by the need and the cash available in other funds.

This request is submitted proactively for approval of the Governing Board to authorize the temporary transfers of these funds from the School Pools Fund maintained by the Los Angeles County Treasurer for the 2017-2018 fiscal year, should it be needed.

## **POLICY/ISSUE:**

Article XVI, Section 6, of the California Constitution

## **FISCAL IMPACT:**

Up to \$10,000,000, as needed

**ACTION ITEM: 4.4-A**

**STAFF RECOMMENDATION:**

Adopt Resolution 17-06, Temporary Transfers from the School Pools Fund maintained by the Los Angeles County Treasurer.

**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

## RESOLUTION 17-06

### TEMPORARY Transfers from the School Pools Fund maintained by the Los Angeles County Treasurer

**WHEREAS**, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the 2017-18 fiscal year; and

**WHEREAS**, Article XVI, Section 6, of the California Constitution allows for borrowing from the School Pools Fund maintained by the Los Angeles County Treasurer (Treasurer); and

**WHEREAS**, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: \$10,000,000
2. For Fiscal Year: 2017-18
3. Shall not exceed 85 percent of the anticipated revenues accruing to the District.
4. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
5. Shall be repaid from revenues accruing to the District before any other obligation of the District is met from such revenue.

**THEREFORE, BE IT RESOLVED**, that the Governing Board of Paramount Unified School District hereby requests the Treasurer to make temporary transfers of funds.

**ADOPTED** this 17<sup>th</sup> day of July, 2017.

---

Linda Garcia  
President, Board of Education

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Notices of Completion – Field Service Contracts

## **BACKGROUND INFORMATION:**

At the meeting of April 10, 2017, the Board of Education authorized the renewal of field service contracts. Individual projects over \$15,000 require a formal notice of completion and a five (5%) percent retention for each contract be held until the Board has accepted completion of the project.

The following projects are complete:

Vendor	Project Description	Contract Amount	5% Retention Amount
REM Custom Builders, Inc.	Adult Education: repair exterior wall system (Bid #2-16-17) P.O. 17-02556	\$ 239,345.55	\$ 11,967.28
Ortco, Inc.	Gaines, Collins, Roosevelt, Mokler, Wirtz, Jefferson: playground surface replacement (Bid #1-14-15) P. O. 17-02437	\$ 310,474.25	\$ 15,523.71
Quality Fence	Paramount High School: replace fencing (Bid #2-13-14) P. O. 17-02422	\$ 168,800.00	\$ 8,440.00
South Bay Heating & Air Conditioning	Roosevelt: replace HVAC unit in Rooms 11-20 (Bid #1-13-14) P. O. 17-02552	\$ 199,200.00	\$ 9,960.00
South Bay Heating & Air Conditioning	Paramount High School: replace energy management system on HVAC units (Bid #1-13-14) P. O. 17-02435	\$ 347,900.00	\$ 17,395.00

Once the project is deemed complete, it is the responsibility of the District's Board to formally accept the project, file a Notice of Completion and authorize payment to all contracted parties as allowed by contract.

## **POLICY/ISSUE:**

Board Policy 7430 – Acceptance of Completed Projects

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Accept as completed the Field Service Contracts for repair of the exterior wall system at Adult Education; playground surface replacement at Gaines, Collins, Roosevelt, Mokler, Wirtz, and Jefferson Schools; replace fencing at Paramount

**ACTION ITEM: 4.5-A**

High School; replace HVAC units in Rooms 11 through 20 at Roosevelt; replace the energy management system on HVAC units at Paramount High School; and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

**PREPARED BY:**

Cindy DiPaola, Director-Operations

**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:** July 17, 2017  
**SUBJECT:** Sale, Disposal or Recycle of Surplus Property

## **BACKGROUND INFORMATION:**

The District is in possession of equipment, buildings, and furniture 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 portable classrooms, modular buildings and vehicles.

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: 4.6-A**

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

PUSD TAG #	DESCRIPTION	SERIAL #
N/A	Portable Classroom	Collins – M1-200136, A50857
N/A	Portable Classroom	Collins – M2-2001350, A50857
N/A	Modular Building	Collins –F1-A10976, A50943, A103672
N/A	Portable Classroom	Collins – F2-A67216
N/A	Portable Classroom	Collins – F3-A67216
N/A	Modular Building	Collins – G1-A10976, A50943, A103672
N/A	Portable Classroom	Collins-A67216
N/A	Modular Building	Collins – G1-A10976, A103672
N/A	Portable Classroom	Collins – A50887, #2001358
N/A	Portable Classroom	Collins – A67216, #31921
N/A	Portable Classroom	Los Cerritos – County Classroom
N/A	Portable Classroom	Mokler – County Classroom
N/A	Restroom Building	Roosevelt – A67368
N/A	Modular Building	Gaines - 17741
N/A	Modular Building	Gaines - 14271

**OBSOLETE AND/OR UNUSABLE VEHICLES**

PUSD TAG #	DESCRIPTION	VIN#
M-6	1998 GMC 3500 SL	1GTGC34R1WE501104
M-21	Chevrolet 1 Ton Cheyenne 3500 truck with utility bed	1GBGR34K3KJ100600
M-42	1998 Ford ½ Ton pick-up	1FTRF1763WNB92581
M-85	1987 Chevrolet ¾ Ton pick-up	1GCFR24HOHJ169307

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Agreement for Architectural and Design Services

**BACKGROUND INFORMATION:**

In November 2016, the voters approved the Measure I Bond for construction, technology, facility improvements, and other Board approved projects. The Board approved a list of projects that are planned for the duration of the bond process, and the next step is engaging architectural services in order to move forward with the design of the projects.

WLC Architects have provided services to the District for many years, including the 2006 Measure AA Bond, and is being recommended for approval to continue to provide architectural services as part of the district's facilities team.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

Not to exceed the contracted project percentage, from District bond and facilities funds.

**STAFF RECOMMENDATION:**

Authorize the Superintendent or designee to execute all necessary documents for architectural services for Bond and Facilities projects.

**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**





# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of June in the year Two Thousand Seventeen  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Paramount Unified School District  
15110 South California Avenue  
Paramount, Ca 90723

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
(Name, legal status, address and other information)

WLC Architects, Inc.  
8163 Rochester Avenue Suite 100  
Rancho Cucamonga, CA 91730

for the following Project:  
(Name, location and detailed description)

Paramount Unified School District Master Architect Services

Master Architect Services  
Architect's Project No. 1621100

The Owner and Architect agree as follows.

WHEREAS, the DISTRICT has not yet fully developed PROJECTS included in the BOND PROGRAM, and therefore, as each PROJECT becomes defined, the PARTIES agree this AGREEMENT will be supplemented from time to time with individual "SCOPE AMENDMENT(S)" which will supplement this AGREEMENT and which will particularize and more fully describe tasks and/or services to be performed pursuant to the terms of this AGREEMENT; provided that, the ARCHITECT (and its services) shall, in each instance in which the ARCHITECT is assigned a task or PROJECT under any such "SCOPE AMENDMENT", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "SCOPE AMENDMENT(S)";

WHEREAS, the PARTIES agree that the written SCOPE AMENDMENTS shall reference this AGREEMENT as well as identify the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, ARCHITECT's project number, and basis of compensation. If the proposed PROJECT will use a construction delivery method other than the traditional design-bid-build method, the SCOPE AMENDMENT shall include appropriate revisions including, but not limited to, what costs are included to define Construction Costs used to calculate the ARCHITECT's Fee.

Int.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Varies by scope

.2 Substantial Completion date:

Varies by scope

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$1,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:22:45 on 06/14/2017 under Order No.8876116018\_1 which expires on 11/14/2017, and is not for resale.

User Notes:

(912806451)

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

**§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:22:45 on 06/14/2017 under Order No.8876116018\_1 which expires on 11/14/2017, and is not for resale.

User Notes:

(912806451)

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) X = Additional Services*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings	X	
§ 4.1.4 Existing facilities surveys	X	



§ 4.1.5	Site Evaluation and Planning (B203™-2007)		
§ 4.1.6	Building Information Modeling (E202™-2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating	X	
§ 4.1.12	On-site Project Representation (B207™-2008)	X	
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings	X	
§ 4.1.16	Post occupancy evaluation	X	
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)	X	
§ 4.1.23	Extensive environmentally responsible design	X	
§ 4.1.24	LEED® Certification (B214™-2012)	X	
§ 4.1.25	Fast-track design services	X	
§ 4.1.26	Historic Preservation (B205™-2007)	X	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	X	
	<b>Commissioning</b>	X	
	<b>Site Surveying</b>	X	
	<b>Soils Investigation</b>	X	
	<b>Fire Sprinkler Design</b>	X	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Responsibility for services to be provided by the Architect shall be defined in each individual scope of work.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

Init.

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 provided per scope ( provided per scope ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 provided per scope ( provided per scope ) visits to the site by the Architect over the duration of the Project during construction
- .3 one ( one ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 provided per scope ( provided per scope ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within provided per scope ( provided per scope ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies

Init.

related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment

Init.

of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 MEDIATION**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Init.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### ~~§ 8.3 ARBITRATION~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### ~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:22:45 on 06/14/2017 under Order No.8876116018\_1 which expires on 11/14/2017, and is not for resale.  
User Notes:

(912806451)

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Int.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Depends on the services provided by each scope amendment.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As mutually negotiated and approved in advance in writing prior to commencing the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As mutually negotiated and approved in advance in writing prior to commencing the work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

As mutually negotiated and approved in advance in writing prior to commencing the work.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents	<u>Forty-four</u>	percent (	<u>44</u>	%)
<del>Phase</del> <u>Phase/DSA Approval</u>				
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>Closeout</u>	<u>Six</u>		<u>6</u>	

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:22:45 on 06/14/2017 under Order No.8876116018\_1 which expires on 11/14/2017, and is not for resale.  
User Notes:



Total Basic Compensation one hundred percent ( 100 %)

Per page 1 this fee schedule may be substituted depending on the scope of the amendment. Attached are the state standard billing rates for New Construction and Modernization as well as Architect's hourly billing rates.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Architect's Billing Rates attached.

Employee or Category	Rate
----------------------	------

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus x percent ( x %) of the expenses incurred. Defined in each scope amendment.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of x (\$ x ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Defined in each scope amendment.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

2.00% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Base Fee Schedule for Modernization.  
Base Fee Schedule for New Construction  
Architect's Hourly Rates

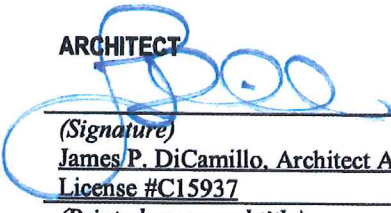
This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
(Signature)  
Authorized Representative

\_\_\_\_\_  
(Printed name and title)

ARCHITECT

  
\_\_\_\_\_  
(Signature)  
James P. DiCamillo, Architect AIA, President,  
License #C15937

\_\_\_\_\_  
(Printed name and title)

EXHIBIT A

2017  
WLC ARCHITECTS, INC.  
HOURLY RATE SCHEDULE

	Hourly Rates
Principals of Firm	\$220.00/hr
Associate/Director/Coordinator	\$195.00/hr
Senior Project Architect/Manager	\$175.00/hr
Project Architect/Manager	\$150.00/hr
Design Studio	\$100.00/hr
Clerical	\$80.00/hr

---

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Agreement for Construction Management Services for Installation and Renovation of Modular Buildings

## **BACKGROUND INFORMATION:**

In November 2016, the voters approved the Measure I Bond for construction, technology, facility improvements, and other Board approved projects. The District had the opportunity to purchase 18 modular buildings at very little cost from Glendale Unified School District. The buildings will replace older buildings throughout the District.

Kitchell CEM will provide construction management services for the installation and renovation of the modular buildings.

## **POLICY/ISSUE:**

Board Policy 4126 - Consultants

## **FISCAL IMPACT:**

Not to exceed \$49,800 from District bond and facilities funds

## **STAFF RECOMMENDATION:**

Authorize the Superintendent or designee to execute all necessary documents for construction management services for installation and renovation of modular buildings throughout the District.

## **PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.8-A**



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of this 26<sup>th</sup> day of June, 2017 between Kitchell \_\_\_\_\_ ("Kitchell") and Paramount Unified School District \_\_\_\_\_ ("Owner") (the "Parties"). Owner hereby retains Kitchell to provide professional services ("Services") for the Paramount USD Modular Relocation and Renovation Project (the "Project").

1. Scope and Duration of Services. Unless modified in writing by both Parties, the Services provided by Kitchell for the Project shall consist of the following:

### BASIC SERVICES:

Construction Manager agrees to provide the services described below:

1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.

1.3. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.

1.4.. Assist the District when requested with chairing, conducting and taking minutes of periodic meetings between District and its design professional(s) of the Monthly Construction meetings, and of construction meetings during the course of the projects. Construction Manager shall provide the District with updated project documents for use in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.

1.5. Assist and review the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Architect(s) of Record for projects under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

1.6. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

1.7. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District in writing of potential problems in completion of such reviews.

1.8. Maintain contact with potential bidders on a regular basis throughout the bid period. Provide the District with a report broken down by bid package with all Contractors who have verbally committed to provide a bid a minimum of one (1) week prior to the bid due date.

1.9. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.

1.10. Assist District with coordinating the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall assist with delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents or transferring them onto flash drives. Review each addenda during the bid phase for the cost, constructability impact, update public works bid packet attachments (specifically scope of work) and make appropriate comments and/or recommendations to the Project team. Coordinate with the District the creation and distribution of the Addenda.



- 1.11. Assist District with the preparation of Front End Construction Documents: public works bid packets with attachments (contract document listing, project specific provisions, scopes of work, insurance requirements, bid schedule, logistic plan, etc.) and assist District staff in reviewing Front End Construction Documents prior to transmitting to the PlanWell site or similar site once documents are conforming to standard of quality.
- 1.12 Participate in post-bid conferences as required, including reviewing all bid documents, verifying all information, and development of a complete bid result summary.
- 1.13. In concert with District, develop the project accounting and budget management systems. At a Minimum, provide the District with a monthly financial report itemizing the status of each prime contractors contract, change orders, and allowance usage.
- 1.14. Assist the District in preparation of Notice of Intent to Award and Notice of Award documents utilizing the District's format and issue to Prime Contractor.
- 1.15. Assist the District with administering the collection and verification of the Agreement with supporting documents and transmittal for execution. All documents are to be verified to be correct and packaged per District requirements in an organized manner. District to issue the Notice to Proceed to the Prime Contractor(s).
- 1.16. Assist District with coordination, management, and documentation of pre-bid job walks and conferences as required.
- 1.17. Assist the District as needed, with in the Bid Opening Process. This includes, but is not limited to; evaluation of bids/proposals for completeness, full responsiveness, and price, including alternate prices and unit prices.
- 1.18. Provide and maintain a management team on the Project sites.
- 1.19. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.20. The District and the Construction Manager shall agree, in writing, to any additional cost prior to start of each effort. Any reimbursable expenses or costs, including use of construction trailers, phones, equipment and supplies, and all other expenses and costs deemed to be outside of the normal basic scope and services shall be approved in advance and following Board policy, approved prior to the Construction Manager incurring those costs.

This Agreement shall remain in effect until such time as all Services and any additional Services as requested by Owner have been performed.

In consideration for the Services, the Owner shall pay to Kitchell the following:

- Forty Nine Thousand Eight Hundred Dollars (\$49,800.00) for professional Services based on the following hourly and unit rates:
  - Senior Project Manager - \$160/hr.
  - Kitchell CEM Time & Material Hourly Rate Schedule Attached for 2017.
- 2. Changes to the Services. Any changes to the Services shall be requested in writing by Owner.
- 3. Standard of Care. Notwithstanding any clause in this Agreement to the contrary, Kitchell expressly disclaims all express or implied warranties and guarantees with respect to the performance of Services, and it is agreed that the quality of such Services shall be judged solely as to whether Kitchell performed its Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties.



4. Compliance with Laws. Kitchell shall exercise a reasonable standard of care to comply with the requirements of all applicable codes and regulations published and in effect during the performance of the Services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by Kitchell and which result in a substantive change to the construction documents, Kitchell shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Owner acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Kitchell will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Kitchell, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others.

5. Responsibility for Services Related to Cost Estimates. It is recognized that neither Kitchell nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Kitchell cannot and does not warrant or represent that bids or negotiated prices to construct the part of the Project for which it is has provided Services will not vary from the Owner's budget for the Project or from an estimate of the cost of the work or evaluation prepared or agreed to by Kitchell.

Notwithstanding any other term of this Agreement, if Kitchell has any duty to design the Project within a construction budget, its duty shall be limited to responsibilities that are reasonably within its direct control, thereby excluding matters that are beyond the control of Kitchell including, but not limited to, unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions in cost estimates prepared by others. Therefore, any such redesign effort required of Kitchell necessary to maintain the Project within construction budget that is not due specifically to the negligent act, error, omission, or willful misconduct on the part of Kitchell shall require an increase to the compensation of Kitchell.

6. Billing Procedures and Payment. Kitchell shall submit monthly invoices accompanied by supporting documentation for the Services performed under the terms of this Agreement. Owner shall advise Kitchell in writing of any objections to such invoices within fourteen (14) days of receipt or else waive any objections. Owner shall pay the amount of all invoices within thirty (30) days after receipt of a monthly invoice.

7. Time for Performance. Kitchell recognizes the importance of meeting the schedule that is applicable to its Services, and shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. If Kitchell is delayed at any time in the progress of the Services by any reason beyond Kitchell's control, including any act or omission of the Owner, by any act or omission of a Contractor, or by adverse weather or other conditions not reasonably anticipated, the time for completion of the Services shall be extended for a time equal to the time of such delay.

8. Insurance. Kitchell agrees to purchase and maintain, at its own cost and expense at all times during the performance of this Agreement, the following insurance: (1) statutory workers' compensation insurance, (2) commercial general and automobile liability insurance written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000) per occurrence and (3) professional liability insurance in an amount not less than One Million Dollars (\$1,000,000).

9. Independent Contractor Status. It is hereby acknowledged and agreed by the Parties that Kitchell is an independent contractor and not the agent, employee, partner, or joint venturer of Owner.



10. Assigns and Subcontracts. Kitchell shall not assign, subcontract or otherwise transfer any interests in this Agreement or delegate any duties under this Agreement without the prior written consent of Owner.

11. Ownership and Copyright of Documents. Owner expressly acknowledges and agrees that the documents and data to be provided by Kitchell under this Agreement may contain certain design details, features and concepts from Kitchell's own practice detail library, which collectively may form portions of the design for the Project, but which separately are and shall remain, the sole and exclusive property of Kitchell. Nothing herein shall be construed as a limitation on Kitchell's right to re-use such component design details, features and concepts on other Projects, in other contexts or for other clients.

Owner acknowledges Kitchell's work product, including electronic files, as instruments of professional service.

If the Owner reuses or makes any modification to Kitchell's designs, documents or work product without the prior written authorization of Kitchell, Owner agrees, to the fullest extent permitted by law, to release Kitchell, its officers, directors, employees and subconsultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Owner's modification or reuse of the documents.

12. Indemnification. Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, Kitchell's only obligation with regard to indemnification shall be to indemnify and hold harmless (but not defend) the Owner, its officers, directors, employees and agents from and against those damages and costs (including reasonable attorneys' fees and cost of defense) that Owner is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of Kitchell or anyone for whom Kitchell is legally responsible, subject to any limitations of liability contained in this Agreement.

13. Termination. (a) Termination for cause: Either Party may terminate the other at any time upon ten (10) days written notice if a Party materially fails to perform pursuant to the terms of this Agreement. The notice shall specify the grounds for termination, and termination shall be effective if the defaulting Party has not initiated a remedy to such failure within ten (10) days from the date of notice; (b) Termination without cause: Either Party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other Party; (c) Compensation following termination: In the event of termination, Kitchell shall be compensated for Services performed hereunder up to the date of the written notice of termination.

14. Waiver of Consequential Damages. Notwithstanding anything in this Agreement to the contrary, it is agreed that Kitchell shall not be liable in any event for any special or consequential damages suffered by the Owner arising out of the Services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

15. Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kitchell, its officers, directors, partners, agents, employees and consultants to the Owner and anyone claiming by, through, or under the Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to tort, negligence, professional acts, errors or omissions, strict liability, breach of contract, or breach of express or implied warranty, shall not exceed one-half (1/2) of the total cost of Services paid by Owner to Kitchell pursuant to this Agreement.



16. Dispute Resolution.
- a. Direct discussion – The Parties shall first attempt to reach an agreement regarding any dispute arising out of this Agreement through good faith discussions between senior representatives of Kitchell and Owner. The Parties' representatives shall conduct a formal meeting to discuss and resolve the dispute upon written request by either Party ("Good Faith Meeting"). If the Good Faith Meeting does not result in a mutually agreeable resolution, either Party may submit a written notice letter ("Notice") to the other stating all relevant facts related to the dispute and requested relief within no more than seven (7) days following the Good Faith Meeting.
  - b. Mediation – If the Parties do not agree to the relief requested in the Notice, the dispute shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. The Parties shall agree to a mediator or, if unable to agree, a mediator shall be selected in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. A request for mediation shall be filed in writing with the other Party no more than thirty (30) days following submission of the Notice. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
  - c. Arbitration – Any dispute not resolved by mediation shall be decided by binding arbitration, unless the Parties jointly agree that the matter should be decided by litigation in either the state or federal court having jurisdiction of the dispute. Demand for arbitration shall be filed in writing with the other Party within sixty (60) days following mediation, unless the Parties agree otherwise. The Party filing a demand for arbitration must assert in the demand all claims then known to that Party that are subject to arbitration. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - d. The prevailing Party in any arbitration or litigation concerning the rights or obligations of the Parties to this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, expenses and expert fees.
17. Choice of Law. It is the intention of Kitchell and Owner that this Agreement and the performance hereunder shall be interpreted and governed exclusively by the laws of the State of California.
18. Entire Agreement. This Agreement represents the entire contract between Kitchell and Owner and supersedes all prior negotiations, representations or agreements whether written or oral. No addition to or modification or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing by authorized representatives of Kitchell and Owner.
19. Severability. If any provisions of this Agreement are held to be in violation of any law or ordinance, those provisions shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. Kitchell and Owner shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions that are valid and enforceable and that approximate as nearly as possible the intention of the original provisions.
20. Signatories. Unless otherwise specified below, the following signatories are the authorized representatives upon whose decision and information each Party may rely for performance of this Agreement. Any approval or notice required hereunder shall be deemed to have been properly provided if given to these



signatories or to such Parties and/or addresses as these signatories may subsequently designate.

IN WITNESS WHEREOF, this Agreement is made as of the day and year written above.

Paramount Unified School District

Kitchell

---

---

## *Kitchell CEM 2017 Hourly Rates*

The hourly rates below are fully burdened with employee benefits, statutory requirements, overhead and profit and exclude associated material expenses. These rates are applicable to services requested on an individualized hourly billing basis. Our fees for comprehensive services take advantage of savings such as resource allocations and economies of scale, which can result in improved hourly rate calculations.

The following estimated hourly rates will be effective through 2017 and are subject to adjustment based upon a mutually agreeable cost index for subsequent years:

<u>Position</u>	<u>Hourly Rate</u>
Project Executive	\$190
Project Director	\$185
Senior Project Manager	\$175
Project Manager	\$165
Construction Manager	\$155
Estimator	\$145
Structural Engineer	\$145
Civil Engineer	\$145
Scheduler	\$145
Registered Architect	\$145
Electrical Engineer	\$145
Mechanical Engineer	\$145
Senior Project Engineer	\$130
Project Engineer	\$120
BIM Manager/Specialist	\$115
BIM/CAD Operator	\$105
Field Office Manager	\$85

### **Reimbursable Expenses**

Reimbursable expenses are billed at actual cost plus 10% markup. Reimbursable costs vary from project to project. Following are categories of possible reimbursable expenses.

- Office Space
- Postal and delivery services
- Office equipment
- Document reproduction
- Communications
- Plans, prints, photographs
- Travel outside the area

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Agreement for Inspection Services and Inspector of Record for Measure I Bond Projects

**BACKGROUND INFORMATION:**

In November 2016, the voters approved the Measure I Bond for construction, technology, facility improvements, and other Board approved projects. The District is in need of inspection services and Inspector of Record services for the upcoming Bond projects.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

Not to exceed the contracted project percentage, from District bond and facilities funds

**STAFF RECOMMENDATION:**

Authorize the Superintendent or designee to execute all necessary documents inspection and Inspector of Record services for Measure I bond projects.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.9-A**

## SERVICE CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT is made and entered into this *17th* day of July, 2017, by and between *Wild West Inspections*, hereinafter referred to as "INSPECTOR," and the *Paramount Unified School District*, hereinafter referred to as "DISTRICT," collectively the "PARTIES".

WHEREAS, the DISTRICT is in need of special services and advice in engineering or administrative matters; and

WHEREAS, INSPECTOR is specially trained, State certified, experienced and competent to provide the special services and advice required;

NOW, THEREFORE, the PARTIES hereto agree as follows:

### SERVICES TO BE PROVIDED BY THE INSPECTOR:

1. The INSPECTOR will provide the DISTRICT with DSA inspection service for *MEASURE I BOND PROJECTS*.
2. The INSPECTOR will commence providing services under this AGREEMENT as detailed in exhibit A on *July 17, 2017*, and will diligently perform as required and complete performance by *July 17, 2020*. This AGREEMENT can be terminated following a thirty (30) day written notice from either PARTY. This AGREEMENT may be extended upon written agreement between the PARTIES for up to thirty (30) additional days by providing written notice within seven (7) days.
3. The INSPECTOR will perform said service as an independent contractor and not as an employee of the DISTRICT.
4. The DISTRICT shall pay the INSPECTOR the amount of *\$75-80* per hour depending on classification for services rendered pursuant to this AGREEMENT. Overtime will be billed at 1-1/2 times the hourly rate and only with prior written approval from the DISTRICT. The estimated cost of services is not-to-exceed *\$450,000*. INSPECTOR shall submit an invoice to the DISTRICT at the end of each month detailing the hours by day. Payment shall be made monthly.
5. INSPECTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or

demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the INSPECTOR upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firms or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by the AGREEMENT, except said injury or damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agent.

c. The INSPECTOR, at INSPECTOR'S expense, cost, and risk, shall defend all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any actions, suit, or other proceedings as a result thereof.

6. INSPECTOR shall at all times enforce appropriate discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the INSPECTOR to ensure compliance with this section. Any person in the employ of the INSPECTOR whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

7. INSPECTOR shall, at INSPECTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering INSPECTOR'S and subcontractor's services and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. Said certificate of insurance shall be due by March 14, 2008 or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such

insurance in the State of California. Minimum coverages shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- f. An endorsement to said policy(s) naming DISTRICT and its officers, agents and employees as additional insured while rendering services under this AGREEMENT.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage.

8. In the interest of public health, the DISTRICT is proud to provide a healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT'S Policy 4249 and Health and Safety Code 24167. Failure by INSPECTOR to abide with the conditions of may result in the termination of this AGREEMENT.

9. The AGREEMENT is not assignable without written consent of the PARTIES hereto.

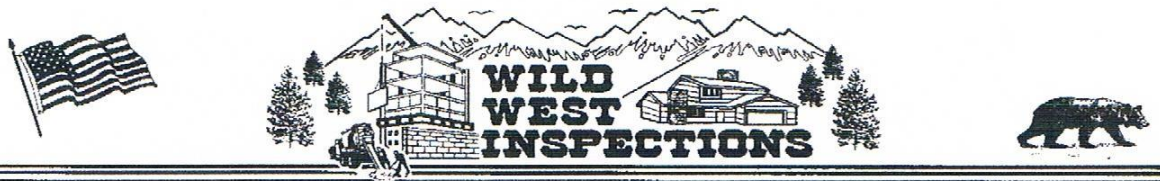
10. INSPECTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including workers' compensation.

EXHIBIT A:

In addition to all Federal, State and Local codes and Division of the State Architect mandated Interpretation of Regulations the following contract scope of work is included but not limited to the following:

1. The INSPECTOR will keep photo documentation of construction on a daily basis throughout the project duration. No less than five (5) photographs per day are to be taken of inspected work and/or work in progress. Photographs are to be submitted with the INSPECTOR'S monthly pay application in electronic format as a condition of payment.
2. Quality assurance is to be maintained in the field per the contract documents. All discrepancies and/or deviations of work in place or in progress should be brought to the Project Manager's attention in written form immediately.
3. Daily reports are to include man counts, trades on site and a brief description of work inspected for that day. Daily reports are to be submitted on a monthly basis as a condition of payment.
4. The INSPECTOR will coordinate special testing requirements and personnel as requested by the site contractor and Project Manager.
5. All project correspondence will be channeled through and distributed by the Project Manager.
6. The INSPECTOR will assist in the development of the project punch list at the end of each phase and/or the completion of the project. In addition, the INSPECTOR will assist in the sign off or punch list and non-compliant items.
7. To schedule time off, the INSPECTOR will coordinate dates and times with the Project Manager. It is the ultimate responsibility of the INSPECTOR to ensure that time off does not affect the project schedule.
8. All overtime must be approved by the Project Manager.
9. The INSPECTOR will attend the weekly meetings and coordination meetings as detailed for specific trades within the contract plans and specifications.
10. A non-compliance log is to be maintained current and discussed at the weekly team meetings.
11. The INSPECTOR will track time associated with re-inspections or overtime requested on behalf of the contractor's schedule.
12. Billings are to be submitted to the Project Manager for review and payment by the 5th of each month.





# ***WILD WEST INSPECTIONS***

## **SCHEDULE OF FEES**

1. **Regular Working Hours:** Regular working hourly rates apply for all hours Monday thru Friday.... Hours are "All Inclusive" which includes all supervisory, management and administrative cost for the duration of the project.
2. **Overtime Hours:** incurred for all weekend work, will be at time and one half.... Keep in mind that WWI will not charge over time during week which is a tremendous savings in costs and management effort.
3. **Double Time:** Will be applied for all time incurred on holidays including but not limited to New Years Day and the day after, Christmas Day and the day after, Memorial Day, Independence Day, Thanksgiving Day and day after, Veterans Day, Labor Day.
4. **Minimum Hourly Charges:** a minimum four (4) hour charge. Beyond four hours a standard eight hours will be charged. (Industry Standard). Also a minimum 2 hr show up charge for no shows ....
5. **Class One / Project Inspector** hourly charge..... **\$80.00**
6. **Class Two / Project Inspector** hourly charge..... **\$75.00**
7. All work will be documented with chronological digital photography.
8. It is also understood that the District / General Contractor will supply Wild West Inspections with:
  - Field office equipped with air conditioning, private bathroom, desk, chair, file cabinet, plan table, plan rack, plan table chair, one HS DSL land line, access door with a security bar, one copier or access to one, including paper, ink, toner cartridges.... Pending project scope.
9. WWI normally bills within 5 working days of the new month and would like to be paid 15 days later but no longer then 30 days after. It is also understood that the District / General Contractor will pay Wild West Inspections the standard \$80 an hour .... Also any and all cost at the above schedule of fees for all litigation, depositions and court requirements if they occur.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Procurement, Improvement, Planning and Installation of Modular Buildings at Various School Sites

**BACKGROUND INFORMATION:**

District staff received notice that Glendale Unified School District was interested in selling several modular buildings due to their excess facility capacity. The District inspected the facilities and found them to be in very good condition and able to replace and supplement existing District modular buildings.

Staff is requesting Board approval for the procurement, improvement, planning and installation of 18 modular buildings at various school sites. The buildings were negotiated at a price of one dollar per building. The majority of the costs will be the customary and needed installation, setup, connection and furnishing costs for each building.

**POLICY/ISSUE:**

Board Policy 7215 – General Obligation Bonds

**FISCAL IMPACT:**

Not to exceed \$1,350,000 from Bond Funds

**STAFF RECOMMENDATION:**

Authorize the Superintendent or designee to execute all necessary documents for the procurement, improvement, planning and installation of modular buildings at various school sites.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.10-A**

**AGREEMENT FOR PURCHASE AND SALE OF  
PERSONAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF PORTABLE BUILDINGS ("Agreement") is made and entered into this \_\_\_ day of June, 2017, by and between GLENDALE UNIFIED SCHOOL DISTRICT, a California public school district ("Seller") and Paramount Unified School District, a California public school district ("Buyer") (referred to individually as "Party" and together as "Parties").

**WHEREAS**, Seller is the owner of certain EIGHTEEN (18) PORTABLE BUILDINGS currently located at various school sites and further described as:

- Eighteen (18) PORTABLE BUILDINGS, including all items/attached hereto as **Exhibit "A"** and incorporated herein by this reference.

**WHEREAS**, Buyer desires to acquire the 18 Portables for its use and Seller desires to sell the 18 Portables; and

**WHEREAS**, Seller, pursuant to section 17540 of the California Education Code and by action of its governing board, is authorized to sell personal property to the Buyer without advertisement for or receipt of bids; and

**WHEREAS**, Buyer, pursuant to section 17540 of the California Education Code and by action of its governing board is authorized to buy personal property from the Seller without advertisement for or receipt of bids; and

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, Seller and Buyer agree as follows:

1. **Assets Purchased.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer the 18 Portables. Subject to the terms and conditions set forth herein, Buyer agrees to purchase from Seller the 18 Portables.
2. **Purchase Price.** The purchase price for the 18 Portables shall be **Eighteen Dollars (\$18.00)**.
3. **Possession and Risk of Loss.** Possession of the 18 Portables and the risk of loss with regard to the 18 Portables shall pass to Buyer at the time Buyer accepts the delivery and installation of the 18 Portables.
4. **Approval of Sale.** This Agreement shall be effective only upon the approval of each Party's governing boards ("Effective Date").
5. **DSA Approval of Buildings.** Seller agrees to provide DSA approved plans for the 18 buildings at their current locations, EIGHTEEN (18) at various sites.
6. **Condition of the 18 Portables.** Except as otherwise expressly provided in this Agreement, Buyer acknowledges that Buyer is purchasing the 18 Portables solely in reliance on Buyer's own investigation, and that no additional representations or warranties of any kind whatsoever, express or implied, have been made by Seller, or by Seller's agents, concerning the 18 Portables, with the exception of the terms and conditions set forth herein. Buyer further acknowledges and agrees that it is purchasing the 18 Portables in an "As Is" condition. Any needed repairs shall be the responsibility of Buyer.
7. **Delivery and Installation of Property.** Buyer shall remove the 18 Portables Buildings in accordance with the following schedule. Seller shall provide access to the Portables as mutually agreed to by the Parties. Seller shall maintain the XX Portables and shall perform all normal repair and maintenance, reasonable wear and tear excepted, until Buyer's removal of the 18 Portables.

- Balboa Elementary School (8 buildings) – July 24, 2017
- Lincoln Elementary School (4 buildings) – July 10, 2017
- Fremont Elementary School (6 buildings) – July 10, 2017

## 8. Mutual Indemnification.

8.1 To the fullest extent permitted by California law, Buyer shall defend, indemnify, and hold harmless Seller, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including, without limitation, any claim directly or indirectly caused by any condition of the 18 Portables, or from any activity, work, or thing done, permitted, or suffered by Buyer in conjunction with the performance of this Agreement; and in case any action or proceeding be brought against Seller, Buyer shall defend the same at Buyer’s expense.

8.2 To the fullest extent permitted by California law, Seller shall defend, indemnify, and hold harmless Buyer, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including, without limitation, any claim directly or indirectly caused by any condition of the 18 Portables, or from any activity, work, or thing done, permitted, or suffered by Seller in conjunction with the performance of this Agreement; and in case any action or proceeding be brought against Buyer, Seller shall defend the same at Seller’s expense.

9. **Insurance.** Buyer shall require insurance certificates from all of the Buyer’s third-party contractors delivering or installing the 18 Portables that are in compliance with the Buyer’s standard insurance requirements. At a minimum, Buyer’s third-party contractors shall have in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance** for \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto** for combined single limit of \$1,000,000; **Workers Compensation** for Statutory limits; and **Employers’ Liability**: \$1,000,000. The Buyer shall provide to the Seller certificate(s) of insurance and endorsements satisfactory to the Seller. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the Buyer prior to cancellation. All endorsements, certificates and insurance policies shall state that Buyer, its Board members, employees and agents, and the State of California, are named additional insureds under all policies except Workers’ Compensation Insurance. The policy(ies) shall be primary; any insurance carried by the Buyer shall only be secondary and supplemental. The Buyer’s third- party contractors shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of the Buyer’s third-party contractor, its subcontractors and agents have been obtained.

10. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

12. **Disputes.** Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Los Angeles, State of California, and each party hereto expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

- 13. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party, then, as between Buyer and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
  
- 14. **Waiver.** No waiver by any Party of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.
  
- 15. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
  
- 16. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
  
- 17. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
  
- 18. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
  
- 19. **Review of Form of Agreement.** Submission of this instrument for examination or signature by Seller does not constitute an agreement to purchase all, or any portion of, the 18 Portables, and it is not effective as an Agreement, or otherwise, until execution and delivery by both Buyer and Seller.
  
- 20. **Incorporation of Recitals and Exhibits.** The recitals and any exhibit attached hereto are hereby incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the later of the two date(s) indicated below:

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

PARAMOUNT UNIFIED SCHOOL DISTRICT

GLENDALE UNIFIED SCHOOL DISTRICT

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

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

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

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

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

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

**EXHIBIT "A"**

**SERIAL NUMBER OF BUILDINGS:**

**A. Balboa Elementary School**

1. 26111/26112 (Classroom Building)
2. 19214/19215 (Classroom Building)
3. 91216/91217 (Classroom Building)
4. 91218/91219 (Classroom Building)
5. 17366/17367 (Classroom Building)
6. 26077/26078 (Classroom Building)
7. 26075/26076 (Classroom Building)
8. 54951 (Restroom Building)

**B. Lincoln Elementary School**

1. 19252/19253 (Classroom Building)
2. 19228/19229 (Classroom Building)
3. 19226/19227 (Classroom Building)
4. 54938 (Restroom Building)

**C. Fremont Elementary School**

1. 19236/19237 (Classroom Building)
2. 19238/19239 (Classroom Building)
3. 19240/19241 (Classroom Building)
4. 19242/19243 (Classroom Building)
5. 19244/19245 (Classroom Building)
6. 19246/19247 (Classroom Building)

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent–Educational Services  
**DATE:** July 17, 2017  
**SUBJECT:** Golden Bell Award Applications for Collins Elementary, Tanner Elementary and Paramount Park Middle Schools

## **BACKGROUND INFORMATION:**

Collins Elementary, Tanner Elementary and Paramount Park Middle Schools have submitted applications for California School Board Association’s Golden Bell Award. The Golden Bell Award promotes excellence in education and governance by recognizing outstanding programs and governance practices of school boards in school districts throughout California. The Golden Bell Award reflects the depth and breadth of educational programs and the governance decisions that are necessary to improve schools.

The focus for each application is:

School	Focus
Collins	Safe and Civil Schools
Paramount Park	Safe and Civil Schools
Tanner	Parent Involvement

Applications were completed by the due date of June 23, 2017 and the winning awards will be announced in October. Copies of applications are attached under separate cover.

## **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:** July 17, 2017  
**SUBJECT:** Beginning and Ending Times for Schools

**BACKGROUND INFORMATION:**

The beginning and ending times for District schools for the 2017-18 school year are presented. All schools comply with required instructional minutes.

**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.





# Paramount Unified School District Educational Services

## Beginning and Ending Times for Schools 2017-18

SCHOOL	GRADE	SESSIONS	MINIMUM DAYS	SCHOOL	GRADE	SESSIONS	MINIMUM DAYS
Alondra	6-8	8:00 - 2:15	8:00 - 12:51	Paramount Park	6-8	8:00 - 2:20	8:00 - 12:55
Collins	TK/K TK/K* K** 1-3 4-5	8:30 - 12:03 8:30 - 1:40 1:40 - 2:23 8:30 - 2:38 8:30 - 2:50	8:30 - 1:25	Roosevelt	TK/K TK/K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:25 1:25 - 2:08 8:15 - 2:23 8:15 - 2:35	8:15 - 1:10
Gaines	TK/K TK/K* K** 1-3	8:15 - 11:38 8:15 - 1:30 1:30 - 2:13 8:15 - 2:13	8:15 - 1:13	Tanner	TK/K TK/K* K** 1-3 4-5	8:20 - 11:43 8:20 - 1:30 1:30 - 2:30 8:20 - 2:28 8:20 - 2:40	8:20 - 1:15 M-W
Hollydale	TK/K TK/K* K** 1-3 4-5 6-8	8:20 - 11:43 8:20 - 1:15 1:15 - 1:58 8:20 - 2:28 8:20 - 2:40 8:20 - 2:40	8:20 - 1:15	Wirtz	TK/K TK/K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:10 1:10 - 1:53 8:15 - 2:08 8:15 - 2:25	8:15 - 12:55 8:15 - 1:10
Jackson	4-5 6-8	8:00 - 2:15 8:00 - 2:15	8:00 - 12:50	Zamboni	6-8	8:00 - 2:20	8:00 - 12:55
Jefferson	K K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:25 1:25 - 2:08 8:15 - 2:13 8:15 - 2:30	8:15 - 1:10	Buena Vista	Session I Session II	8:50 - 11:54 12:32 - 3:32	8:50 - 11:52 8:50 - 11:52
Keppel	TK/K TK/K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:25 1:25 - 2:08 8:15 - 2:23 8:15 - 2:35	8:15 - 1:10	Community Day School	7-12	7:45 - 2:45	
Lincoln	TK/K TK/K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:25 1:25 - 2:08 8:15 - 2:26 8:15 - 2:33	8:15 - 1:10 8:15 - 1:11	PHS	10-12	8:05 - 2:55	8:05 - 12:05
Los Cerritos	TK/K TK/K* K** 1-3 4-5	8:15 - 11:38 8:15 - 1:25 1:25 - 2:08 8:15 - 2:28 8:15 - 2:30	8:15 - 1:10 8:15 - 1:15	PHS-West	9th	8:05 - 2:55	8:05 - 12:05
Mokler	TK/K TK/K* K** 1-3 4-5	8:15 - 11:40 8:15 - 1:25 1:25 - 2:08 8:15 - 2:23 8:15 - 2:30	8:15 - 1:10 8:15 - 1:05	<b>Early Childhood Education Preschool and Extended Day Care</b>			
				PRESCHOOL		SESSION I	SESSION II
				Alondra		7:50 - 10:50	12:00 - 3:00
				Collins		8:15 - 11:15	
				Gaines		7:50 - 10:50	12:00 - 3:00
				Gaines Full Day		7:30 - 5:00	
				Hollydale		7:50 - 10:50	12:00 - 3:00
				Keppel		7:50 - 10:50	12:00 - 3:00
				Mokler		7:50 - 10:50	12:00 - 3:00
				Wirtz		7:50 - 10:50	12:00 - 3:00
				Zamboni		7:50 - 10:50	12:00 - 3:00

\* The extended day Transitional Kindergarten and Kindergarten schedule will begin September 11, 2017.

\*\* Targeted Instruction will begin September 25, 2017.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** July 17, 2017  
**SUBJECT:** Bid Summary – LED Lighting Replacement

## **BACKGROUND INFORMATION:**

At the meeting of May 22, 2017, the Board of Education authorized staff to re-bid for LED Lighting Replacement. This is for part one of the project for Lakewood, Buena Vista, and Adult Education. This field service contract provides the District a fixed price for work over a period of one year.

The field service contract allows for ongoing work, as needed. Unit prices for the scope of work will be utilized.

The summary below reflects the pricing received by the vendors.

Vendor	Pricing for Sample Project
<b>Inter-Pacific Inc.</b>	<b>\$45,477.48</b>
Giannelli Electric Inc.	\$145,383.60

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.