

# 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**

**November 13, 2017**

The meeting was called to order at 6:04 p.m. by President Linda Garcia in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

Pledge of Allegiance	David Daley, Director-Special Education, led the Pledge of Allegiance.
Roll Call	Trustee Linda Garcia Trustee Vivian Hansen Trustee Alicia Anderson Trustee Sonya Cuellar Trustee Tony Peña
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 David Daley, Director-Special Education Greg Francois, Director-Secondary Education Renee Jeffrey, Director-K-5 School Support & Innovative Programs Scott Law, Director-Facilities & Projects Margarita Rodriguez, Director-Research, Assessment & Student Info. Manuel San Miguel, Director-Student Services Beatriz Spelker-Levi, Director-Personnel Chris Stamm, Director-Nutrition Services Patricia Tu, Director-Fiscal Services Elida Garcia, Program Director-Early Childhood Education Kevin Longworth, Principal-Paramount Park Middle School Mike Ono, Principal-Paramount High School Elizabeth Salcido, Principal-Paramount High School-West Kim Chavez, Assistant Principal-Paramount Park Middle School Alicia Megofna, Assistant Principal-Paramount High School-West
Approve Agenda November 13, 2017 1.341	Trustee Cuellar moved, Trustee Anderson seconded the motion. Superintendent Pérez informed the Board that item 3.4-A was pulled from the agenda. The motion carried 5-0 to approve the agenda of the Regular Meeting of November 13, 2017 as amended.

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

Trustee Anderson moved, Trustee Peña seconded and the motion carried 4-1 to approve the minutes of the Regular Meeting of October 23, 2017.

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

## **REPORTS**

### Student Board Representatives

Angel Macias-Paramount High School, Jocelyn Murillo-Paramount High School-West, Monzeratt Sierra-Buena Vista High School and Enrique Marquez-Paramount Adult School reported on school academics, athletic and extra-curricular activities.

### Employee Representative Reports

There was no CSEA representative in attendance.

TAP president April O'Connor commented to the Board that she is grateful to have a unique Board and appreciates their support. She hopes that the Board can join her in attending the CTA dinner on November 28. She acknowledge Paramount Park Middle School for their presentation of their Bulletin boards. She added that times are stressful right now. She has spoken with K-5 teachers and they are feeling overwhelmed with the curriculum, expectations and lack of support for planning. She added that there is a proposal on the table and our teachers are dedicated and value the home feeling in PUSD. There is some frustration to see spending outside the classroom, on administration.

### Board Members' Reports

Trustee Anderson wished everyone a Happy Thanksgiving. She attended the baseball game honoring Autumn Bignami and the Emmanuel Church Trunk or Treat.

Trustee Cuellar wished everyone a Happy Thanksgiving.

Trustee Garcia attended the Lincoln School carnival, Odyssey STEM meeting and she wished everyone a Happy Thanksgiving holiday.

Trustee Hansen attended the Vision To Learn/Paramount Rotary Club eyeglass distribution and assisted with providing PHS students with their new glasses. She attended the Paramount Park Middle School fall concert, a conference regarding the drop out prevention, a CTE Advisory meeting and the Paramount Adult School Fall dance, the PHS Senior signing event for two female athletes and the PHS football games.

Trustee Peña attended the Lincoln School carnival, the city's Halloween carnival and the PHS vs. Lynwood and Wilson football games.

### Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- Superintendent Pérez met with the Youth Commission and shared the Strategic Plan with them and asked them for their input.
- Dr. Pérez attended a partnership joint meeting with Cerritos College.
- Dr. Pérez shared that the District's environmental procedures testing provided a great response. We will have additional testing in response to the County Public Health and we will make the results public on the District website.

- Superintendent Pérez shared that the District's Health & Welfare open enrollment has begun and can be done online.

#### Bulletin Boards

Kevin Longworth, Paramount Park Middle School Principal and students Alexis Delgado and Hennessy Ochoa presented an overview of the Boardroom bulletin boards representing Paramount Park Middle School's educational program and student work. The bulletin boards reflect the theme of " Collaboration and Teamwork in Embracing New Initiatives" and enhance the educational message sent to visitors and District office employees.

#### Europe Travel Club

PHS teacher Ray Tellez and student Raymond shared with the Board information on the trip they took along with other students to Europe over the summer.

Mr. Tellez shared with the Board that he loves his job as a teacher who teaches history. This trip provided him with a platform to teach students in a way like never before. It was a very rewarding experience as an educator. The world became his classroom. He added that for many of his students, this was the first time flying, first time traveling, first time away from home and parents, and first time in Europe. He thanked the Board for approving this trip and hopes that they continue to support this program for students in the future.

Student Raymond Rosales shared with the Board that he was one of the students fortunate to have traveled. They visited five countries in two weeks and it was an experience like no other. He added that he only had this experience because of Mr. Tellez. He has lived in Paramount all his life. For a young student from Paramount, this was an experience that his parents or grandparents could not have experienced. Students worked hard to do a lot of fundraising to take this trip. He thanked the Board for approving this trip. It was a magnificent experience and hopes to return to Europe with Mr. Tellez.

Raymond added that this trip to Europe was the greatest experience of his life.

#### Annual Update on Outcomes, Actions and Services in LCAP

Dr. Debbie Stark, Assistant Superintendent-Educational Services and Margarita Rodriguez, Director-Research, Assessment and Student Information provided the Board with an update on the role of local indicators as part of California's Data Dashboard and LCAP, shared results of outcomes from 2016-17, provided an overview of LCAP activities and services implemented to date in 2017-18 and outlined the timeline for future events.

The presentation in its entirety is available on the District website.

#### Early Childhood Education Program Planning

Dr. Elida Garcia, Program Director-Early Childhood Education provided the Board with an update on the planning for Preschool Program changes for 2018-19. Dr. Garcia shared background information on the declining preschool enrollment information, outlined two strategies to proactively plan changes in preschool

services in light of enrollment and fiscal realities and she provided next steps in communication to the community.

The presentation in its entirety is available on the District website.

**BOARD MEETING  
CALENDAR**

There were no changes to the Board meeting calendar.

**HEARING SECTION**

During the public hearing section the following speakers addressed the Board:

Marcie Bridges, community member and store manager at Starbucks located in Compton part of District 667 shared that this year about 300 baristas from 13 stores came together in the area chose a project to support and this year they chose Paramount Unified School District to support. She is in attendance to present the Board with the donations to be distributed as the District feels is needed for students.

Gerald Cerda, community member indicated that on the October 25<sup>th</sup> Board meeting agenda the Williams Quarterly Complaint summary item indicated that there were no complaints and he sees that as a mistake as he submitted two UCPs one for unlawful pupil fees and the other for facilities for health issues and harmful toxins to students and staff. He added that there needs to be checks and balances.

**CONSENT ITEMS**

0.343

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

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

**Human Resources**

Personnel Report  
17-07  
2.343

Accepted Personnel Report 17-07, 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 2017-18 State Budget Act and related legislation.

**Educational Services**

Consultant and Contract  
Services  
3.343

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  
3.343

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

Professional Activities Report  
17-03  
3.343

Approved the Principal of Odyssey STEM Academy, Administrators and CTE leadership teachers to attend an out-of-state conference.

**Business Services**

Purchase Order Report 17-07  
4.343

Approved Purchase Order Report 17-07 authorizing the purchase of supplies, equipment, and services for the District.

Warrants for the Month of

Approve warrants for all funds through October with a total of

October 2017  
4.343

\$16,135,258.53.

Consultant Services  
4.343

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

## **ACTION ITEMS**

### **Human Resources**

Resolution 17-13: Teachers  
Instructing Single Subject  
Classes per Education Code  
44263  
2.344

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to adopt Resolution 17-13: Teachers Instructing Single Subject Classes per Education Code Section 44263 for the 2017-18 school year.

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

Resolution 17-14: Teachers  
Instructing Departmentalized  
Single Subject Classes per  
Education Code 44256(b)  
2.345

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 5-0 to adopt Resolution 17-14: Teachers Instructing Departmentalized Single Subject Classes per Education Code Section 44256(b) for the 2017-18 school year.

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

Teachers Instructing Subjects  
per Education Code Section  
44258.7(b) – Coaching  
2.346

Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the list of teachers instructing subjects per Education Code Section 44258.7(b) – Coaching for the 2017-18 school year.

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

### **Educational Services**

K-12 Single Plan for Student  
Achievement  
3.347

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the K-12 Single Plans for Student Achievement which are updated to authorize expenditures of the 2017-18 budget.

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

*Shining Stars Speech,*  
*Language, Literacy*  
Consultant  
3.348

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the *Shining Stars Speech, Language, Literacy* consultant to provide an Independent Educational Evaluation for a student.

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

Nonpublic School Placement  
for Special Education  
Students for 2017-18  
3.349

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

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

Big Picture Learning

This item was pulled.

New Course: Phlebotomy  
Technician Course  
3.350

Trustee Peña moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the adoption of the Phlebotomy Technician course at Paramount Adult School for the spring semester of the 2017-18 school year.

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

Memorandum of  
Understanding with Compton  
College for Administration of  
Justice 103 course offering  
3.351

Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve the Memorandum of Understanding with Compton College to provide after school instruction for selected students as well as the purchase of textbooks for the Compton College Administration of Justice 103 course at Paramount High School for the 2017-18 school year.

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

CTE Entrepreneurship &  
Innovation Curriculum  
Contract  
3.352

Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to ratify the contract with Uncharted Learning, NFP for INCubatoredu Program for the 2017-18 school-year.

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

### **Business Services**

2017-18 Budget Adjustments  
as of October 31, 2017  
4.353

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the 2017-18 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Child Development Fund, Cafeteria Fund, Building Fund, Measure I Fund, and Capital Facilities Fund.

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

Notices of Completion – Field  
Service Contracts  
4.354

Trustee Hansen moved, Trustee Anderson seconded, and the motion carried 5-0 to accept as completed the Field Service Contract for LED lighting replacement at Mokler and Collins, and authorize the Superintendent or designee to file the Notice of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

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

### **CONFERENCE ITEMS**

#### **Educational Services**

Revised Board Policy 6141 –  
Curriculum Development and  
Evaluation

The Board accepted for first reading is revised Board Policy 6141 –  
Curriculum Development and Evaluation.

New Board Policy 6142.94 –  
History-Social Science  
Instruction

The Board accepted for first reading is new Board Policy 6142.94 –  
History-Social Science Instruction.

#### **Business Services**

Revised Board Policy 3515 –  
Safety

The Board accepted for first reading revised Board Policy 3515 –  
Safety, which reflects changes to state and federal laws and regulations.

## **INFORMATION ITEMS**

### **Human Resources**

Proposed Job Description for Coordinator of Instructional Technology

The Board received as information the proposed Job Description for Coordinator of Instructional Technology.

### **Business Services**

Monthly Financial Statements, October 2017

The Board received as information in J-200 format a Financial Statement for each fund for the months of July to October 2017.

Monthly Financial Statements, October 2017 – Special Education

The Board received as information in J-200 format a Financial Statement for Special Education for the months of July to October 2017.

Monthly Financial Statements, October 2017 – Self-Insurance Fund – Health and Welfare

The Board received as information in J-200 format a Financial Statement for the Self-Insurance Fund – Health and Welfare for the months of July to October 2017.

Average Daily Attendance Summary Report Through October 6, 2017 and the Second Monthly School Enrollment Report

The Board received as information the monthly school attendance reports for 2017-18.

### **ANNOUNCEMENTS**

President Garcia reported that the next Regular Meeting would be Monday, December 11, 2017 at 6:00 p.m. – Boardroom of the District Office.

Staff Employee Comments Per Government Code 54957

There were no staff/employee comments.

### **CLOSED SESSION**

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

### **OPEN SESSION**

The Board reconvened to Regular Session at 9:44 p.m. President Garcia reported that they discussed Conference with Legal Counsel-Anticipated Litigation, Conference with Labor Negotiator, Public Employee Performance/Evaluation and Public Employee Discipline/Dismissal/Release and Student Discipline.

The following action was taken in Closed Session:

Student Discipline Student E-1 3.355

Trustee Cuellar moved, Trustee Hansen seconded and the motion carried 5-0 to expel student E-1 for the 2017-18 school year.

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

Student Discipline Student E-2 3.356

Trustee Hansen moved, Trustee Peña seconded and the motion carried 5-0 to expel student E-2 for the 2017-18 school year.

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

**ADJOURNMENT**

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on November 13, 2017 at 9:45 p.m.

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:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent – Human Resources  
**DATE:** December 11, 2017  
**SUBJECT:** Personnel Report 17-08

## **BACKGROUND INFORMATION:**

Following is Personnel Report 17-08, 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 17-08 as submitted. The report includes details, assignments, terminations and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2017-18 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 17-08  
DECEMBER 11, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
*Damiani-Paulk, Victoria	School Psychologist	Special Education	Sch. H III-6	<b><u>ANNUAL</u></b> \$109,274 Special Education/ General Fund	11-27-17	
*Yuknus, Kristin	Teacher Temporary	Paramount High-West	A-1	\$52,720 Special Education	11-13-17	06-30-18
*Estrada, Adriana	Substitute Teacher on-call, as needed	District		<b><u>DAILY</u></b> \$150 General Fund	08-28-17	
<b><u>ADDITIONAL ASSIGNMENTS</u></b>						
*Lopez, Elizandra	Home/Hospital Teacher	Special Education		<b><u>HOURLY</u></b> \$38.00 Special Education	10-05-17	06-29-18
*Ferrer, Lisa	Home/Hospital Teacher	Student Services		\$38.00 General Fund	11-15-17	06-07-18
*Alvarez, Analuz *Armenta, Margaret *Cortes, Leticia *Espina, Tracy *Juarez, Ana *McCance, Lillian *Menser, Crystal *Neff, Jeni *Poole, Yvonne *Rodriguez, Maira *Rosa, Kenia *Silva, Sofia	Language Arts & Math Intervention NTE 8 hrs. each	Gaines		\$38.00 Title I	11-06-17	12-15-17

\*Ratification

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>ADDITIONAL ASSIGNMENTS</b> <u>continued</u>				<b>HOURLY</b>		
*Anderson, Katherine	Before/After School Tutoring	Jackson		\$38.00 Title I	10-02-17	06-01-18
*Andrade, Enrique	NTE 200 hrs.					
*Arauz, Javier						
*Barrera, Margaret						
*Beville, Patrick						
*Copeland, Misty						
*Downs, Heather						
*Duran, Susanna						
*Durazzo, Robert						
*Farrell, Kathleen						
*Gamez, Maria						
*Goforth, Kimberly						
*Gonzalez, Patricia I.						
*Gonzalez, Sandra						
*Guggino, Cara						
*Gutierrez, Natalia						
*Hudson, Lovie						
*Jimenez, Ludin						
*Johnson, Tina						
*Kim, Cecile						
*Kirkpatrick, Ryan						
*MacKinnon, Kathleen						
*Macy, David						
*Marquez, Alejandra						
*McDaniel, Jessica						
*McHenry, Max						
*McWhorter, Wendy						
*Mejia, Marisol						
*Melgaard, Maureen						
*Ribitzki, Stephanie						

\*Ratification

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>ADDITIONAL ASSIGNMENTS</b> continued				<b>HOURLY</b>		
*Rivera, Rodrigo *Saldana, Adrian *Samperi, Steve *Sandoval, Blanca *Siders, Caitlin *Sierra, Carlos *Stocks, Cory *Taracena, Natalie *Turner, Kristine *VanEede, Heather *Wickham, Erin *Woods, Deborah *Young, Sheena	Before/After School Tutoring NTE 200 hrs.	Jackson		\$38.00 Title I	10-02-17	06-01-18
*Davies, Hakeem	After School Intervention NTE 37 hrs.	Keppel		\$38.00 LCAP**	10-02-17	12-15-17
*Aparicio, Michelle *Cianci, Anna *Lucchesi, Ashley *Marin, Jesus *Ryan, Daniel	Saturday School NTE 4.5 hrs. each	Paramount High-Senior		\$38.00 LCAP	09-09-17	06-02-18
*Galias, Kristina *Varela, Eric	Student Enrichment NTE 25 hrs. each	Roosevelt		\$38.00 EIA-LEP***	10-02-17	12-15-17

\*Ratification

\*\*Local Control Accountability Plan

\*\*\*Economic Impact Aid-Limited English Proficient

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>ADDITIONAL ASSIGNMENTS</u></b>						
<u>continued</u>						
*Baltazar, Joanne *Beltran, Nicolas *Caballero, Esperanza *Gomez, Maria *Hawkins, Emily *Jackson, James *Jennings, Jessica *Mireles, Griselda *Tryon, Amada *Warren, Linda	After School Student Enrichment NTE 20 hrs. each	Roosevelt		<b><u>HOURLY</u></b> \$38.00 Title I	11-01-17	12-15-17
*Lepire, Dawn *Martin, Christie	GATE** After School Tutoring NTE 5 hrs. each	Wirtz		\$38.00 LCAP***	11-07-17	12-12-17
<b><u>EXTRA PERIOD ASSIGNMENT</u></b>						
*Hornback, Jon *Marchesini, Melissa *Walker, Jessica *Yonaki, Andrew	Associated Student Body Director	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	10-02-17	06-07-18
<b><u>STIPEND</u></b>						
*Marin, Jesus	Boys' Basketball	Hollydale		<b><u>STIPEND</u></b> \$172 LCAP	11-15-17	01-31-18
*Diaz, Vicente	Boys' Soccer	Hollydale		\$172 LCAP	11-15-17	01-31-18
*Kirkpatrick, Ryan	Football Coach	Jackson		\$172 LCAP	08-28-17	10-31-18
*Lozano, Christopher	Boys' Volleyball	Paramount Park		\$172 LCAP	11-01-17	12-08-17

\*Ratification

\*\*Gifted and Talented Education

\*\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>LEAVE WITH PAY</u></b> Morales, Benjamin	Teacher	Paramount High-Senior	Parental Leave	11-27-17	02-09-18

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
<b><u>Short Term</u></b>						
*Ceja, Giovanni *Garcia, Karen *Ibarra, Maylyn	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day each	Special Education	112-I	<b><u>Hourly</u></b> \$15.47 Special Education	11-07-17 11-03-17 11-06-17	12-15-17
*Moreno, Brenda	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Collins	112-I	\$15.47 Special Education	11-03-17	12-15-17
*Gutierrez, Elizabeth *Ortega, Jennifer	Instructional Assistant NTE 20 hrs. per week each	Lincoln	111-I	\$15.10 LCAP**	11-06-17	12-15-17
*Caballero, Jovany *Flores, Genesis *Meraz, Amy	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Los Cerritos	115-I	\$16.67 Special Education	11-01-17 11-02-17 11-16-17	12-15-17
<b><u>Substitute, On Call</u></b>						
*Barnette, Isabel *Campos, Amy	Noon Duty Aide	Collins		<b><u>Hourly</u></b> \$11.00 General Fund	10-25-17 10-30-17	
<b><u>Student Worker</u></b>						
*Aguirre, Jairo	Student Worker NTE 5.5 hrs. per day	Adult Education		<b><u>Hourly</u></b> \$10.50 Adult Ed.	11-13-17	02-23-18
*Garcia Ruiz, Adrian *Haro, Melanie *Haywood, Cherish *Montano Espinoza, Bryan *Rodriguez Torres, Jesus *Wand, Jason	Student Worker NTE 5.5 hrs. per day each	Paramount High-Senior		\$10.50 WorkAbility	11-06-17	06-30-18
<b><u>WORKING OUT OF CLASSIFICATION</u></b>						
*Flores, Jesus	Director of Safety & Security NTE 8 hrs. per day	Business Services	Sch. 2 314-I	<b><u>Monthly</u></b> \$10,233 LCAP	10-09-17	06-30-18

\* Ratification

\*\* Local Control Accountability Plan

**PERSONNEL REPORT 17-08  
DECEMBER 11, 2017  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>WORKING OUT OF CLASSIFICATION</u></b>						
<u>continued</u>						
*Sedano, Sergio	Maintenance Plumber NTE 8 hrs. per day	Operations	132-III	<b>Monthly</b> \$4,852 Restricted Routine Mainten- ance	10-23-17	12-31-17
*Mercado, Efrain	Grounds Maintenance Worker/Equipment Operator NTE 8 hrs. per day	Operations	421-V	\$4,202 Restricted Routine Mainten- ance	11-01-17	12-31-17
*Peña, Antonio	Lead Custodian NTE 8 hrs. per day	Operations	123-V	\$4,288 General Fund	10-30-17	11-06-17
*Diaz, Claudia	Senior Accounting Assistant NTE 8 hrs. per day	Educational Services	124-II	\$3,790 Title I/ EIA-LEP**	11-08-17	11-24-17
*Arvizu, Mario	Senior Custodian NTE 8 hrs. per day	Alondra	122-I	\$3,434 General Fund	11-03-17	11-09-17
<b><u>TEMPORARY ATHLETIC TEAM COACH</u></b>						
*Fregozo, David	Middle School Intermural Sports Boys Basketball	Hollydale		<b>Stipend</b> \$172 LCAP	11-15-17	01-19-18
*Ramirez, Yecenia	Middle School Intermural Sports Cheerleading Coach	Hollydale		\$172 LCAP	09-01-17	11-30-17
*Soto, Edith	Middle School Intermural Sports Girls Volleyball	Jackson		\$172 LCAP	08-28-17	10-31-17

\* Ratification

\*\* Title I/Economic Impact Aid-Limited English Proficient



**PERSONNEL REPORT 17-08  
DECEMBER 11-17  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>RESIGNATION</u></b> Calderon, Jessica	Instructional Assistant – Sp. Ed.	Paramount High-West	Personal	11-10-17	

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 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	UCLA California Reading and Literacy Project  PC17-1889	Consultant to provide a six-session intensive course for African American students. This course will provide students an opportunity to raise achievement for eligibility for university admission. Critical literacy skills as well as conceptual understanding will be fostered.  100 students in grade 9	Paramount High School West Campus  Requested by: Elizabeth Salcido	December 12, 2017 through June 30, 2018	Not to exceed \$9,900 from Title I School site funds
2	STAR Education  PC17-1893	Consultant to provide eight workshops to GATE students in grades 4-8.  120 students	Jackson School  Requested by: Kelly Anderson	January 27, 2018 through May 3, 2018	Not to exceed \$13,400 paid from LCAP site funds

**CONSENT ITEM: 3.1-C**

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
3	Arts Echo – Children’s Theatre Center  PC17-1894	Consultant to provide interactive assembly with an enriched educational environment, which fosters artistic, independent and critical thinking through performing arts integrated instruction.  560 students	Tanner School  Requested by: Holly Hennessy	January 25, 2018	Not to exceed \$1,390 paid from LCAP site funds
4	STAR Education  PC17-1896	Consultant to provide a workshop to GATE students in grades 3-5.  120 students	Roosevelt School  Requested by: Margie Domino	April 28, 2018	Not to exceed \$3,200 from LCAP site funds
5	Families in Schools  PC17-1897	Consultant will provide two parent education sessions to 25 staff members through a trainer of trainer model. Sessions will focus on promoting college-going culture at home.	Educational Services  Requested by: Renée Jeffrey	January 8, 2018 – June 30, 2018	Not to exceed \$20,000 from Title III funds
6	The Latino Family Literacy Project  PC17-1898	Consultant will provide college awareness training to 25 elementary and middle school staff through a trainer of trainer model. The training will focus on promoting literacy in order to be prepared for college.	Educational Services  Requested by: Renée Jeffrey	January 8, 2018 – June 30, 2018	Not to exceed \$12,000 from Title III funds
7	Real Inspiration, Inc.  PC17-1899	Consultant to provide an interactive assembly addressing positive messages that builds self-confidence, creating safe learning environments and skills needed to deal with bullying.  600 students	Jackson School  Requested by: Kelly Anderson	February 27, 2018	Not to exceed \$3,500 from LCAP site funds

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
8	Los Angeles County Office of Education  PC17-18100	Ratify consultant to provide training on required HIV-AIDS instruction to 10-12 Health teachers, 7th grade science teachers, and science curriculum specialist. This item is ratified due to a delay in receiving the contract with the date change for day one of a two-day training which will occur before going to Board.	Educational Services  Requested by: Gregoire Francois	November 28, 2017 through March 31, 2018	\$1,550 from LCAP funds
9	Wild Wonders  PC17-18101	Consultant to provide an interactive assembly that support the science curriculum. Students will learn and write about animals and their natural habitats.  95 students in grade 2	Roosevelt School  Requested by: Margie Domino	December 13, 2017	Not to exceed \$395 from Title I 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.

**PREPARED BY:**

Manuel San Miguel, Director – Student Services

**DISTRICT PRIORITY 1:**

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

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Contract with California State University, Long Beach and the Mathematics, Engineering, Science Achievement Program

**BACKGROUND INFORMATION:**

Mathematics, Engineering and Science Achievement (MESA) is a pre-college program sponsored by the College of Engineering at California State University, Long Beach to increase the number of students who pursue degrees in math, science and engineering. MESA provides college and career counseling, hands-on science projects and competitions to middle and high school students. Costs associated with this program include stipends for MESA site advisors and transportation to regional events.

**POLICY/ISSUE:**

Board Policy 3322 – Contracts

Board Policy 6141 – Curriculum Development

Board Policy 6145 – Extracurricular and Co-Curricular Activities

**FISCAL IMPACT:**

Approximately \$60,000 from LCAP funds

**STAFF RECOMMENDATION:**

Ratify the contract with California State University, Long Beach for the MESA Program during the 2017-18 school year.

**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.

## **SUB-CONTRACT**

**Paramount Unified School District  
And  
California State University, Long Beach Research Foundation**

**Paramount Unified School District MESA Schools Program**

This document serves as a subcontract between Paramount Unified School District ("PUSD") with its principal offices located at 15110 California Avenue, Paramount, California 90723 and California State University Long Beach Research Foundation ("Subcontractor"), with its principal offices located at 6300 State University Drive, Suite 332, Long Beach, CA 90815, in support of the Mathematics, Science, Engineering Achievement Academy in the Paramount Unified School District to provide supplementary education in math and science for middle and high school students in the Paramount Unified School District.

### **ARTICLE I. SCOPE OF WORK**

The Subcontractor agrees to undertake, carry out and complete for PUSD, in a satisfactory and competent manner, all of the work and services set forth in Exhibit A, which is attached hereto and made part hereof.

In addition to the specific services and formal reports required hereunder, Subcontractor agrees that it will at all times during the performance of this agreement maintain a close liaison with PUSD's project director in order to assure a well-integrated effort.

### **ARTICLE II. STATUS OF PARTIES**

Subcontractor will function solely as an independent contractor under this Agreement and not as an agent, servant, employee, associate, joint venturer or partner of PUSD, and nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture.

### **ARTICLE III. KEY PERSONNEL**

Key personnel for this project shall include:

Gregoire Francois, Ed. D., serving as PUSD program director  
Dr. Saba Yohannes-Reda serving as CSULBRF's project director

Subcontractor shall not replace or substitute another individual as its project director without the expressed written prior approval of PUSD.

### **ARTICLE IV. PERIOD OF PERFORMANCE**

The period of performance of this subcontract shall be from July 1, 2017 through June 30, 2018.

### **ARTICLE V. COMPENSATION, MAXIMUM COST AND PAYMENT**

In full and complete consideration of Subcontractor's satisfactory performance under this agreement, Subcontractor shall be paid for services performed in accordance with the Pricing

Summary and Payment Schedule in Exhibit A up to a maximum of \$25,000. Payment to Subcontractor shall be made within thirty (30) days upon receipt and approval by the PUSD of an invoice showing the dates covered by the invoice and cumulative amount invoiced to date.

Invoices will be submitted quarterly, in accordance with the schedule. All payments made under this subcontract shall be considered provisional and subject to audit under Article VI. Final invoices must be received by PUSD no later than August 31, 2018. On receipt and approval of the invoice or voucher designated by the Subcontractor as the "final invoice" or "final voucher" and upon compliance by the Subcontractor with all provisions of this agreement, the PUSD shall promptly pay to the Subcontractor any balance due.

#### **ARTICLE VI. RECORDS RETENTION AND AUDIT**

The PUSD, California State Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### **ARTICLE VII. PROGRESS REPORTS**

Subcontractor shall submit two (2) progress reports to the Project Director during the project by the following dates: January 31, 2018, and August 31, 2018. These reports should provide operational results at given points in time, briefly document the work accomplished and should be cumulative.

These reports must be sent electronically to the PUSD project director by the due dates listed above.

#### **ARTICLE VIII. TERMINATION**

Subcontractor shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This subcontract may be terminated by PUSD or by the Subcontractor at any time upon the giving of the thirty (30) days prior written notice to the other party. Said notice shall be given to the person executing this subcontract. In the event of termination, the Subcontractor shall be entitled to payment for acceptable and allowable work performed under this subcontract, and for all uncancellable obligations made in connection with such work, through the date of termination. Any prepaid but unearned funds shall be promptly returned to PUSD.

Early termination of this subcontract does not release Subcontractor from compliance with appropriate provisions of this subcontract, i.e. Article VI Records Retention and Audit.

## **ARTICLE IX. RIGHTS IN DATA**

Subcontractor grants to the PUSD the right to publish, translate, reproduce, deliver, use and dispose of; and to authorize others to do so, all data, including reports, drawings and technical information resulting from the performance of work under this subcontract.

## **ARTICLE X. ASSIGNMENT**

This subcontract is not assignable by Subcontractor either in whole or in part, nor shall the Subcontractor further subcontract for the performance of any of its obligations hereunder, without the prior written consent of the PUSD.

## **ARTICLE XI. LAWS GOVERNING**

This subcontract shall be governed by and construed in accordance with the laws of the State of California.

## **ARTICLE XII. ENTIRE AGREEMENT**

This subcontract and the attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this subcontract shall be binding or enforceable unless in writing and signed by each of the parties.

## **ARTICLE XIII. NOTICES**

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed the parties at their addresses indicated on the face sheet hereto.

## **ARTICLE XIV. FUNDING**

Subcontractor understands that the source of funds for the payment of Subcontractor's services hereunder is an award between the PUSD and the MESA Schools Program for the benefit of the Paramount Unified School District.

## **ARTICLE XV. WARRANTY OF ORIGINALITY**

Subcontractor warrants that all material produced by the Subcontractor and delivered to the PUSD hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless to the PUSD from any costs, expenses and damages resulting from any breach of this warranty.

## **ARTICLE XVI. INDEMNIFICATION**

PUSD shall indemnify, hold harmless and defend the State of California, Trustees of the California State University, California State University, Long Beach, the CSULB Research Foundation, and all officers, employees, volunteers and agents of each of them from any and all



liability, loss, damage, expense, costs of every nature, and causes of action arising out of or in connection with this Agreement. Subcontractor shall indemnify, hold harmless and defend PUSD from and against any and all liability, loss, damage, expense and cost of every nature and causes of action arising out of or in connection with the Agreement.

IN WITNESS WHEREOF, the parties have executed this subcontract as of the date hereof.

**Paramount Unified School District**

By \_\_\_\_\_  
Ruben Frutos  
Assistant Superintendent, Business Services

Date \_\_\_\_\_

**California State University  
Long Beach Research Foundation**

By MR  
Maria Reyes  
Senior Director Sponsored Programs

Date 12/4/17

## **Exhibit A**

### **California State University, Long Beach**

#### **Mathematics, Engineering, Science, Achievement Schools Program (MSP)**

##### **Scope of Work**

**for**

##### **Paramount Unified School District**

There will be approximately 400 students who will comprise the Mathematics, Engineering, Science, Achievement Schools Program (MSP) participants for Paramount Unified School District (PUSD). These students will receive the benefit of tutorial support through the instructional program and to engage in the hands-on mathematics, science, and engineering activities; academic counseling coordinated by the CSULB MSP Director and Academic Coordinator and staff will be an additional benefit provided to the students.

**Dates of Service:** July 1, 2017 through June 30, 2018

Where services will be provided:

Services will be provided at CSULB for four Saturday Academies and at the following PUSD school sites: Leona Jackson, Hollydale, Alondra, Zamboni, Paramount Park, middle schools, Paramount High School –West Campus, and Paramount High School – Senior Campus.

Transportation:

The PUSD staff will arrange for and provide transportation to CSULB for four Saturday Academies; two, preliminary MESA Day events; two regional finals MESA Day events; and a field trip activity to the Science Museum.

**Number of participants:** MSP academic coordinators and tutors will engage 400 middle and high school students during Saturday Academies and after school meetings by assisting the MESA teachers with the hands-on activities that introduce students to MESA day competition events. A minimum of 20 students from each school will be encouraged to participate in the preliminary junior and high school MESA day competition events at CSULB. Additionally, students who qualify will be invited to participate in the MSP regional competition events. Finally, all students who have participated in the program will be eligible to attend a field trip to the Los Angeles County Science Museum.

**Deliverables:**

- CSULB MSP site will design and implement math, science and engineering hands-on activities for each of the 400 participants.
- CSULB MSP site will provide 2 hours of training per week to tutors to prepare for the hands-on mathematics and science enrichment activities.

- CSULB MSP will host teacher trainings in preparation for the MESA Day competition projects.
- CSULB MSP will identify, hire and prepare undergraduate and graduate students to support teachers and students at the school sites.
- School site administrators at each school site will identify science or math teachers to assist with recruitment of the 400 student cohort.
- CSULB MSP will provide the Paramount Unified School District mid-year and final report of program outcomes.
- CSULB MSP will maintain an activity log of student participation (attendance).

**CSULB MSP Pricing Summary & Payment Schedule for PUSD:**

**Pricing Summary**

Invoice #	Itemized Costs	Total Cost
1	<p><b>July 1 – August 31, 2017</b></p> <ul style="list-style-type: none"> <li>• Begin preparations for academic year; meet with district administration to plan program schedule, identify teacher advisors</li> <li>• MESA teachers attend Math, Physics, Technology Institute USC</li> <li>• MESA teachers attend statewide MESA Summer Development conference AT&amp;T regional headquarters San Ramon, CA</li> </ul> <p><b>September 1 – September 30, 2017</b></p> <ul style="list-style-type: none"> <li>• Begin Individual Academic Planning meetings and tutoring</li> <li>• Saturday academies hosted at CSULB</li> <li>• Teachers attend professional development workshop to learn hands-on-projects for preliminary and final MESA Day competition events</li> </ul>	<p><b>Not-to-Exceed</b> <b>\$6,250</b></p>
2	<p><b>October 1 – December 31, 2017</b></p> <ul style="list-style-type: none"> <li>• Saturday academies hosted at CSULB</li> <li>• Teachers attend professional development workshop to learn hands-on-projects for preliminary and final MESA Day competition events</li> <li>• Begin Individual Academic Planning meetings and tutoring</li> <li>• Saturday academies hosted at CSULB</li> </ul>	<p><b>Not-to-Exceed</b> <b>\$6,250</b></p>

	<ul style="list-style-type: none"> <li>Students begin to prepare hands-on-projects for preliminary and final MESA Day competition events</li> </ul>	
3	<p><b>January 1 – March 31, 2018</b></p> <ul style="list-style-type: none"> <li>Tutoring and professional development with MESA teachers continues</li> <li>Individual Academic Planning meetings continue</li> <li>Students participate in preliminary MESA day competition events</li> </ul>	<p><b>Not-to-Exceed</b> <b>\$6,250</b></p>
4	<p><b>April 1 – June 30, 2018</b></p> <ul style="list-style-type: none"> <li>Continue tutoring, training and preparing advisors and tutors.</li> <li>Tutors salaries</li> <li>Individual academic planning meetings scheduled and conducted with students/parents</li> <li>Students participate in regional MESA day competition events</li> </ul> <p><b>May 1 – June 30, 2018</b></p> <ul style="list-style-type: none"> <li>Individual Academic Planning meetings and tutoring continue</li> <li>Students prepare hands-on-projects for preliminary and statewide MESA day competition events</li> <li>Students prepare hands-on-projects for preliminary and statewide MESA day competition events</li> <li>Students attend field trip to L.A. County Science Museum</li> <li>Students attend annual MESA Awards banquet</li> </ul>	<p><b>Not-to-Exceed</b> <b>\$6,250</b></p>

**Invoice Schedule**

CSULB MSP shall submit invoices to the Paramount Unified School District (PUSD) according to the following schedule:

<b>Invoice #</b>	<b>Billing Period</b>	<b>Invoice Date</b>	<b>INVOICE Not-to-Exceed</b>
1	<b>July 1 – September 30, 2017</b>	October 20, 2017	<b>\$6,250</b>

2	<b>October 1 – December 31, 2017</b>	December 20, 2017	<b>\$6,250</b>
3	<b>January 1 – March 31, 2018</b>	April 20, 2018	<b>\$6,250</b>
4	<b>April 1 – June 30, 2018</b>	June 20, 2018	<b>\$6,250</b>

**Invoice Policy**

No payment shall be made unless and until Paramount Unified School District verifies that all services for which payment is requested have been fully and satisfactorily performed. The total cost of this contract shall not exceed \$25,000.00 exclusive of transportation costs to be assumed by the Paramount Unified School District. The Paramount Unified School District will provide a payment within 45 days of receipt of CSULB Foundation invoice(s).

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Overnight and/or Out-of-County Study Trips

**BACKGROUND INFORMATION:**

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

#	Site/Location	Description/ Participants	Site/ Requested by	Time Period	Cost/ Funding Source
1	Bakersfield, CA	The Paramount High School girls' wrestling team will travel to Bakersfield to participate in a wrestling tournament. The purpose of this trip is to continue to build team competitiveness and team unity.  12 students and 2 chaperones	Paramount High School  Requested by: Mike Ono	December 15-17, 2017	Cost of trip will be paid through Club funds

**POLICY/ISSUE:**

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

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

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

**PREPARED BY:**

Manuel San Miguel, Director - Student Services

**DISTRICT PRIORITY 1:**

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

**CONSENT ITEM: 3.3-C**

# Itinerary for Paramount High School Girls' Wrestling Team Bakersfield, CA

December 15-17, 2017

## **Friday, December 15, 2017**

12:15 p.m.	Depart Paramount High School
3:00 p.m.	arrive at Bakersfield
5:00 p.m.	Return to hotel
8:00 p.m.	Dinner
10:00 p.m.	Lights out

## **Saturday, December 16, 2017**

6:00 a.m.	Breakfast
7:00 a.m.	Arrive at Ridge High School for wrestling events
8:30 p.m.	Dinner
9:30 p.m.	Return to hotel
10:00 p.m.	Lights out

## **Sunday, December 17, 2017**

9:00 a.m.	Check out of hotel
9:30 a.m.	Breakfast
11:00 a.m.	Leave Bakersfield
3:00 p.m.	Arrive at Paramount High School

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Purchase Order Report 17-08

**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.

**2017/2018**

1. Ratified Orders - Adult Education	\$ 2,348.61
2. Authorized Orders – Building Fund Measure I	952,738.96
3. Ratified Orders – Building Fund Measure I	8,258.52
4. Authorized Orders – Capital Facilities	12,681.68
5. Ratified Orders – Capital Facilities	4,020.45
6. Ratified Orders – Early Childhood Education	3,607.74
7. Authorized Orders – General Fund	296,080.34
8. Ratified Orders – General Fund	69,308.35
9. Authorized Orders – LCAP	84,878.32
10. Ratified Orders – LCAP	30,918.76
11. Authorized Orders -- Cafeteria Fund	13,000.00
	Subtotal \$ 1,477,841.73
12. Ratified Orders (Under \$1,500)	74,638.93
<b>TOTAL OF ALL ORDERS</b>	<b>\$ <u>1,552,480.66</u></b>

**POLICY/ISSUE:**

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - Purchasing Procedures

**FISCAL IMPACT:**

As indicated above

**CONSENT ITEM: 4.1-C**



**STAFF RECOMMENDATION:**

Approve Purchase Order Report 17-08 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

**TO:** Ruth Perez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Warrants for the Month of November 2017

**BACKGROUND INFORMATION**

The following warrants were issued during the month of November:

<b>FUNDS</b>	<b>REGISTER NO.</b>	<b>AMOUNT</b>
<b><u>GENERAL FUND (01)</u></b>		
Certificated Salaries	C1D/H1I	\$ 7,341,189.76
Classified Salaries	303/325	\$ 3,187,749.99
Commercial Warrants	24145846/24209015	\$ 2,607,752.60
<b>TOTAL GENERAL FUND</b>		<b><u>\$ 13,136,692.35</u></b>
<b><u>ADULT EDUCATION FUND (11)</u></b>		
Certificated Salaries	C1D/C3D	\$ 145,679.19
Classified Salaries	E4H/H1I	\$ 54,031.01
Commercial Warrants	24145846/24209015	\$ 660,776.63
<b>TOTAL ADULT EDUCATION FUND</b>		<b><u>\$ 860,486.83</u></b>
<b><u>CHILD DEVELOPMENT FUND (12)</u></b>		
Certificated Salaries	C1D/C5D	\$ 52,741.03
Classified Salaries	C5D/H1I	\$ 67,982.03
Commercial Warrants	24145846/24209015	\$ 1,798.17
<b>TOTAL CHILD DEVELOPMENT</b>		<b><u>\$ 122,521.23</u></b>
<b><u>BUILDING (BOND) FUND (21)</u></b>		
Commercial Warrants	24145846/24209015	\$ 81,614.94
<b>TOTAL BUILDING (BOND) FUND</b>		<b><u>\$ 81,614.94</u></b>
<b><u>BUILDING (BOND) FUND (21.1)</u></b>		
Commercial Warrants	24145846/24209015	\$ 157,009.63
<b>TOTAL BUILDING (BOND) FUND</b>		<b><u>\$ 157,009.63</u></b>

**CONSENT ITEM: 4.2-C**

**CAPITAL FACILITIES FUND (25)**

Certificated Salaries	C1D	\$	6,001.75
Commercial Warrants	24145846/24209015	\$	9,692.60
TOTAL CAPITAL FACILITIES FUND		\$	<u>15,694.35</u>

**SCHOOL FACILITIES FUND (35)**

Commercial Warrants	24145846/24209015	\$	0.00
TOTAL SCHOOL FACILITIES FUND		\$	<u>0.00</u>

**CAFETERIA FUND (13)**

Classified Salaries	E4H/H1I	\$	348,588.71
Commercial Warrants	24145846/24209015	\$	485,765.44
TOTAL CAFETERIA FUND		\$	<u>834,354.15</u>

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

Commercial Warrants	24145846/24209015	\$	305.00
TOTAL SELF-INSURANCE FUND - H & W		\$	<u>305.00</u>

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

Commercial Warrants	24145846/24209015	\$	0.00
TOTAL SELF-INSURANCE FUND - Workers' Comp		\$	<u>0.00</u>

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

Commercial Warrants	24145846/24209015	\$	0.00
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	<u>0.00</u>

**REVOLVING CASH FUND**

Commercial Warrants	9753/9804	\$	23,927.68
TOTAL REVOLVING CASH FUND		\$	<u>23,927.68</u>

**TOTAL WARRANTS ALL FUNDS**

**\$ 15,232,606.16**

**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 November with a total of \$15,232,606.16.

**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:** December 11, 2017  
**SUBJECT:** Consultant Services

**BACKGROUND INFORMATION:**

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

The following contract services are requested:

	Consultant	Services to be Provided/ Audience	Site/ Requested for	Time Period	Cost/ Funding Source
1	GradImages	Provide graduation photography services at Paramount High School, capturing photos of every graduate and sending the parents a photo proof along with the opportunity to select photo packages	Business Services for Paramount High School  Requested by: Ruben Frutos	June 1, 2018 through June 30, 2020	No cost to the District
2	BorderLAN Cyber Security  PC17-1841	iBoss content filtering, malware detection and e-mail archiving	Technology  Requested by: Ruben Frutos	July 31, 2017 through July 30, 2018	Not to exceed \$43,955 from General Funds
3	Edupoint Educational Systems  PC17-18103	Custom Report Design for the Synergy Student Information System	Technology  Requested by: Ruben Frutos	March 13, 2017 through June 30, 2018	Not to exceed \$21,600 from General Funds
4	Edupoint Educational Systems  PC17-18104	Training for the Synergy Student Information System	Technology  Requested by: Ruben Frutos	April 18, 2017 through June 30, 2018	Not to exceed \$18,000 from General Funds

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

As indicated above

**CONSENT ITEM: 4.3-C**

**STAFF RECOMMENDATION:**

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

**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:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 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 of \$1,849.50 from 99Pledges LLC. This donation will be designated for the students of Paramount High School to support the Girls' Basketball Program.

For the current 2017-18 fiscal year through December 11, 2017, the District has received an estimated total, which includes the above amounts, of \$51,954.38 in gifts, grants, and bequests.

**POLICY/ISSUE:**

Board Policy 3280 – Gifts, Grants, and Bequests

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

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

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**CONSENT ITEM: 4.4-C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Agreement for Special Services with Atkinson, Andelson, Loya, Ruud & Romo

**BACKGROUND INFORMATION:**

The availability of reliable, knowledgeable, and timely legal services is critical to the District.

The firm of Atkinson, Andelson, Loya, Ruud & Romo has served as general counsel for the District since 1982. Members of this law firm specialize in a variety of subject areas related to school district management, employee relations, contract administration, financing, preparations for bidding, preparation for reduction in force, administrative hearings, and other services as needed.

**POLICY/ISSUE:**

Board Policy 3322 – Contracts

**FISCAL IMPACT:**

\$150 to \$275 per hour, as needed, per the terms of the agreement, from General Funds

**STAFF RECOMMENDATION:**

Approve the Agreement for Special Services with Atkinson, Andelson, Loya, Ruud & Romo for the period September 1, 2017 through August 31, 2018 and authorize the Superintendent or designee to execute all necessary documents.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**CONSENT ITEM: 4.5-C**



# Paramount Unified School District

**TO:** Board of Education  
**FROM:** Ruth Pérez, Superintendent  
**DATE:** December 11, 2017  
**SUBJECT:** Nominations for CSBA Delegate Assembly – Region 24

## **BACKGROUND INFORMATION:**

Nominations for representatives to the California School Board Association (CSBA) Delegate Assembly are being accepted through January 7, 2018. This is the first step in the selection process for representatives to the Delegate Assembly. The Delegate Assembly is the primary policy-making body that adopts the Association's policy platform and takes positions on critical educational issues. Delegates fulfill a critical governance role by communicating the interest of local Boards to CSBA's Board of Directors, Executive Committee and staff.

The Board members may nominate any Board member on a CSBA member board within Region 24 to serve a two-year term on the Delegate Assembly.

## **POLICY/ISSUE:**

Education Code Section 35172 - Promotional Activities  
Bylaw 9340 - Memberships in Associations

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Nominate any Board member on a California School Boards Association member board to serve a two-year term as a representative to the California School Boards Association's Delegate Assembly from Region 24.

## **PREPARED BY:**

Ruth Pérez, Superintendent

## **DISTRICT PRIORITY 7:**

Increase parent and community involvement and collaboration.

**ACTION ITEM: 1.1-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent - Human Resources  
**DATE:** December 11, 2017  
**SUBJECT:** Establishment of a Job Description for Coordinator of Instructional Technology, and Establishment of, and Employment Authorization for, One Full-Time Coordinator of Instructional Technology

## **BACKGROUND INFORMATION**

This year, over 4,000 Chromebooks were distributed to students as part of our District's 1-1 initiative and implementation of the Amplify ELA program at our middle schools, with over 3,000 additional Chromebooks scheduled to be distributed in each of the next two years. Along with the distribution of our Chromebooks comes a substantial need for support for teachers, students, and parents not only when it comes to best practices for using the devices, but also for technical support, curriculum and resources.

By 2020, over 12,000 Paramount District students will have Chromebooks, many of our teachers will have new devices themselves, and the use of our Learning Management System Schoology will grow substantially as students, teachers, and parents use it in increasing numbers. In addition, future textbook adoptions (e.g. science and social science) either will be fully digital, as Amplify is, or will have substantial digital components.

One goal we have is to integrate technology into all curriculum and instruction – this requires support not only for teachers, but also for instructional coaches and District curriculum specialists. As the use of devices and digital tools continues to grow, there will be a need for a strong bridge between the Instructional Technology division, which is focused on using the devices and digital tools, and the Technology division, which is focused on ensuring that those devices and tools work and connect well to our network.

Currently, the District only has two curriculum specialists who support the District's instructional technology program.

It is recommended that the position of Coordinator of Instructional Technology be a 12-month position, and be placed on Schedule F of the Certificated Management Salary Schedule in alignment with years of experience.

**ACTION ITEM: 2.1-A**

**POLICY/ISSUE**

Board Policy 4210 – Permanent Personnel

Board Policy 4310 – Recruitment and Selection of Management Personnel

**FISCAL IMPACT**

Approximately \$164,313, including fringe benefits, per year to the General Fund.

**STAFF RECOMMENDATION**

Approve the job description of Coordinator of Instructional Technology, and establishment of, and employment authorization for, one full-time Coordinator of Instructional Technology.

**PREPARED BY**

Myrna Morales, Assistant Superintendent – Human Resources

**DISTRICT PRIORITY 3:**

Use technology to manage information throughout the District.

## **COORDINATOR OF INSTRUCTIONAL TECHNOLOGY - Job Description**

---

### **POSITION SUMMARY**

To provide supervision, coordination and monitoring of the district instructional technology program, including software, technical support, curriculum and hardware, as needed, to teachers, students and parents.

### **ADMINISTRATIVE RELATIONSHIPS**

Directly responsible to the Assistant Superintendent of Secondary Education. Directly responsible for Curriculum Specialists assigned to Instructional Technology and possible clerical support staff for the purposes of supervision and evaluation.

### **MAJOR DUTIES AND RESPONSIBILITIES**

- Provides level-one instructional technical support.
- Manages required accounts and licenses.
- Oversees the Technology Instructional Assistants.
- Provides training in alignment with District Technology curriculum.
- Serves as Curriculum and Instructional Technology liaison.
- Reviews and monitors all web access requests.
- Serves and consults on all committees related to instructional technology, curriculum adoption, etc.
- Provides clarification to all stakeholders regarding the necessary components for digital deployment.
- Provides support for technology based devices (iPads, clickers, chromebooks, etc.).
- Provides professional development in all areas of Instructional Technology throughout the school year as well as over the summer.
- Serves as the liaison between the Technology and Educational Services departments.
- Serves as the liaison between the Instructional Technology and Student Information Systems departments.
- Responsible for the District media (STAR Awards, annual publications/events, District website, District Office branding, etc.) and District systems (Schoology, ClassLink, ALEKS and other support programs, Type to Learn Keyboarding, etc.).
- Oversees the implementation of the all District curriculum related to technology, such as Digital Citizenship.
- Manages the District's Learning Management system.
- Supports and promotes the District's parent portals (ParentVue and Schoology, etc.).
- Serves as the District Webmaster.
- Other duties as assigned by the Assistant Superintendent of Secondary Education.

### **REQUIRED KNOWLEDGE AND ABILITIES**

- Knowledge of Data Management systems
- Knowledge of effective supervision techniques and strategies
- Knowledge of technology based devices
- Knowledge of Instructional Technology curriculum and instructional methods
- Knowledge of and ability to review and interpret highly technical information
- Knowledge and ability to write technical materials
- Ability to organize and plan for effective leadership
- Ability to facilitate groups in problem-solving at meetings and to plan, coordinate and organize seminars and workshops
- Ability to maintain harmonious working relationships with all facets of the educational community
- Ability to develop, implement and monitor a budget
- Ability to adapt to changing priorities
- Ability to write and speak effectively

## **REQUIREMENTS**

### **Must Possess:**

- Master's Degree
- Valid California Teaching Credential
- Valid California Administrative Credential
- A minimum of five (5) years teaching experience, preferably in the area of Technology
- School-level leadership experience and/or District leadership experience
- Valid California Driver's License and use of personal vehicle

## **WORK YEAR SCHEDULE**

This is a twelve-month position (247 days including 24 vacation days).

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent – Human Resources  
**DATE:** December 11, 2017  
**SUBJECT:** Establishment of Noon Duty Aides as part of Classified Service

## **BACKGROUND INFORMATION:**

Assembly Bill 670 was approved by Governor Brown on October 8, 2017 amending Education Code 45103. The Assembly Bill adds playground positions to the classified service effective January 1, 2018.

It is recommended that the position of Noon Duty Aide (K-8 and Secondary) be added to the classified service as a 2 hour per day, 10-month position, and be placed on the Classified Salary Schedule L. K-8 on Range 100 (\$11.54 - \$14.23 per hour) and Secondary on Range 105 (\$13.04 - \$16.10 per hour).

## **POLICY/ISSUE:**

Board Policy 4210 – Permanent Personnel  
Board Policy 4211 – Recruitment and Selection (Classified)  
Board Policy 4000 – Concept and Roles in Personnel

## **FISCAL IMPACT:**

Approximately \$82,500, including fringe benefits, per year to the General Fund.

## **STAFF RECOMMENDATION:**

Approve the establishment of Noon Duty Aides being added to the Classified Service effective January 1, 2018.

## **PREPARED BY:**

Beatriz Spelker-Levi, Director of Personnel

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 2.2-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent-Human Resources  
**DATE:** December 11, 2017  
**SUBJECT:** Dietetic Internship Agreement with Utah State University

## **BACKGROUND INFORMATION:**

Periodically, the District enters into agreements with accredited universities and colleges to provide fieldwork placement or clinical experience for students enrolled in such institutions. Utah State University has requested that the District participate in such an agreement for community nutrition learning experiences for Dietetic Interns. The agreement, if approved, would commence December 12, 2017 and terminate in five years, unless previously terminated in writing, by either party.

The District has participated in numerous programs, which have proven to be of definite benefit to the students, as well as the college students.

## **POLICY/ISSUE:**

Board Policy 1600 – Relations between Non-public and other Educational Organizations

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Approve the agreement with Utah State University for participation in community nutrition learning experiences for Dietetic Interns.

## **PREPARED BY:**

Myrna Morales, Assistant Superintendent – 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.

**ACTION ITEM: 2.3-A**



## **INTERNSHIP AFFILIATION AGREEMENT**

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of December 12, 2017 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Paramount Unified School District Student Nutrition Services ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Responsibilities of University.**

1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.

1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.

1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's patient/client records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.

1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance





provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

## **2. Responsibilities of Facility.**

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to patients/clients at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to patient/client care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. **Responsible for Patients/Clients.** The Facility will retain full responsibility for care of its patients/clients and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of patients/clients. The responsibility of the Facility for patient care should not diminish or preclude opportunities for interns to undertake patient care duties under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

2.6. **Emergency Care.** In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University



hereby designates Facility as a school official with a legitimate educational interest in the educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving an intern.

2.10. Incidents. The Facility will resolve any situation in favor of its patients'/clients' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

### **3. Mutual Responsibilities.**

3.1. Collaboration. The Parties will work together to maintain a high quality educational environment where patient/client care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-  
Name: Nicole Vance  
Phone Number: 385-646-5570  
Email: dietetic.internship@usu.edu

Facility-  
Name: Chris Stramm  
Phone Number: 562-602-6031  
Email: cstamm@paramount.k12.ca.us

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

**4. Term and Termination.** This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.

**5. Employment Disclaimer.** Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

**6. Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

**7. Miscellaneous**

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-  
Utah State University Dietetic Internship  
Granite Education Center  
2500 S. State Street, 5<sup>th</sup> Floor  
Salt Lake City, UT 84115  
(385) 646-5570  
email: dietetic.internship@usu.edu

Facility-  
Paramount Unified School District  
Student Nutrition Services  
8555 E. Flower St.  
Paramount, CA 90723  
email:



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By: Nicole Vance

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

Print Name: Nicole Vance

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

Title: Dietetic Internship Director

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

Date: 11/28/2017 \_\_\_\_\_

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

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** New Board Policy 6142.94 – History-Social Science Instruction

## **BACKGROUND INFORMATION:**

Submitted for the second reading is new Board Policy 6142.94 – History-Social Science Instruction. The proposed new policy reflects requirements and content included in the California State Framework for History-Social Science which was completed in 2016. The newly written Framework aligns to State Standards in Language Arts and ELD and includes content that reflects recent legislation that affects K-12 social science instruction. K-8 textbooks that are approved by the State must address the content in the History-Social Science Framework.

## **POLICY/ISSUE:**

Board Policy 6142.94 – History-Social Science Instruction

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Accept for second reading and adoption new Board Policy 6142.94 – History-Social Science Instruction to reflect information and requirements in the California History-Social Science Framework.

## **PREPARED BY:**

Deborah Stark, Assistant Superintendent-Educational Services

## **DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.1-A**

# PROPOSED POLICY

BP6142.94 (a)

## Instruction

### History-Social Science Instruction

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level. The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with California's History Social Science Framework and content standards. The curriculum shall be designed to develop students' knowledge in history and social science and skills in critical thinking, research, and historical interpretation. History-social science instruction shall also include a focus on developing students' literacy skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy and administrative regulation. In addition, teachers are encouraged to supplement the curriculum by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts as well as literature from and about the period being studied.

The Superintendent or designee shall provide a standards-based professional development designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for effectively teaching history-social science.

### Legal Reference:

#### Education Code:

33540 History-social science curriculum framework

51008-51009 Instruction on farm labor movement

51204 Course of study designed for student's needs

51204.5 History of California; contributions of men, women, and ethnic groups

51210 Course of study, grades 1-6

# PROPOSED POLICY

BP6142.94 (b)

## Instruction

### History-Social Science Instruction

51220 Course of study, grades 7-12

51220.2 Instruction in legal system; teen or peer court programs

51221 Social science course of study, inclusion of instruction in use of natural resources

51221.3-51221.4 Instruction on World War II and Vietnam War; use of oral histories

51225.3 High school graduation requirements

51226.3 Instruction on civil rights, genocide, slavery, Holocaust, and deportation to Mexico

51226.7 Ethnic studies

60040-60051 Criteria for instructional materials

60119 Public hearing on the sufficiency of instructional materials

60200-60206 Instructional materials, grades K-8

60400-60411 Instructional materials, grades 9-12

60640-60649 California Assessment of Student Performance and Progress

99200-99206 Subject matter projects

Policy  
adopted:

PARAMOUNT UNIFIED SCHOOL DISTRICT  
Paramount, California



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Revised Board Policy 6141 – Curriculum Development and Evaluation

## **BACKGROUND INFORMATION:**

Submitted for the second reading is revised Board Policy 6141 – Curriculum Development and Evaluation which has been updated to reflect current requirements and District processes for recommending and selecting textbooks and curriculum. In order to facilitate easier reading, revisions are reflected with underlines and strikethroughs. Words or sentences that are additions are underlined. Words or phrases that are no longer included are indicated with a strikethrough.

## **POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development and Evaluation

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Accept for second reading and adoption proposed revised Board Policy 6141 – Curriculum Development and Evaluation which reflects current requirements and District processes related to textbooks and curriculum.

## **PREPARED BY:**

Deborah Stark, Assistant Superintendent-Educational Services

## **DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.2-A**

# CURRENT POLICY

BP6141

## Instruction

### Curriculum Development

The Governing Board shall approve all courses of study used in the Paramount Unified School District. The Board delegates to the Superintendent or designee responsibility for development and implementation of curriculum.

The courses of study shall meet the requirements and prerequisites for admission to California public universities and will provide an opportunity for students to attain entry level skills for employment in business and industry upon graduation from high school.

### Legal Reference:

#### Education Code:

40 Equal Opportunity Without Regard to Sex of the Student  
(see legal references on Policy 6140)

#### Government Code

3543.2

Policy  
adopted: 6-25-85  
revised: 1-24-06

PARAMOUNT UNIFIED SCHOOL DISTRICT  
Paramount, California

# PROPOSED POLICY

BP6141 (a)

## Instruction

### Curriculum Development and Evaluation

~~The Governing Board shall approve all courses of study used in the Paramount Unified School District. The Board delegates to the Superintendent or designee responsibility for development and implementation of curriculum.~~

~~The courses of study shall meet the requirements and prerequisites for admission to California public universities and will provide an opportunity for students to attain entry level skills for employment in business and industry upon graduation from high school.~~

The Governing Board provides a research-based, sequential curriculum which promotes high levels of student achievement and emphasizes the development of foundational skills, problem solving, and critical thinking. Upon recommendation of the Superintendent or designee, the Board shall adopt a written curriculum which describes, for each subject area and grade, the content and objectives which are to be taught in all District schools.

The District's curriculum shall be aligned with the District's Strategic Plan, vision and goals for student learning, Board policies, academic content standards, state curriculum frameworks, assessments, graduation requirements, school and district improvement plans, and, when necessary, related legal requirements.

The Superintendent or designee shall establish a process for curriculum development, selection, and/or adaptation which utilizes the professional expertise of teachers, principals and District administrators representing various grade levels, disciplines and special programs. The process may provide opportunities for input from students, parents/guardians and representatives from postsecondary institutions, as appropriate.

When presenting a recommended curriculum for adoption, the Superintendent or designee shall provide information on the process and criteria used to review and recommend new instructional materials and how they meet the needs of District students. He/she also shall present information about the resources and professional development that would be necessary to successfully implement the curriculum.

The Board shall establish a review cycle for regularly evaluating the District's curriculum to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted

# PROPOSED POLICY

BP6141 (b)

## Instruction

### Curriculum Development and Evaluation

whenever the State Board of Education adopts new or revised content standards or curriculum frameworks for a particular subject or when new law requires a change or addition to the curriculum.

#### Legal Reference:

##### Education Code:

~~40 Equal Opportunity Without Regard to Sex of the Student  
(see legal references on Policy 6140)~~

221.5 Equal opportunity

35160 Authority of governing boards

35160.1 Broad authority of school districts

51050-51057 Enforcement of courses of study

51200-51263 Required courses of study

51500-51540 Prohibited instruction

51720-51879.9 Authorized classes and courses of instruction

60000-60424 Instructional materials

##### Government Code

3543.2

Policy  
adopted: 6-25-85  
revised: 1-24-06  
revised:

PARAMOUNT UNIFIED SCHOOL DISTRICT  
Paramount, California

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** *Richard Furbush, Inc.* Consultant

## **BACKGROUND INFORMATION:**

*Richard Furbush, Inc.* is a non-public agency which provides occupational therapy services. Services include initial assessments report with present levels of functioning and annual goals. *Richard Furbush, Inc.* will provide an Independent Educational Evaluation for occupational therapy services.

The parent of a student requested an independent educational evaluation in the area of occupational therapy, which has been agreed to by the District.

## **POLICY/ISSUE:**

Board Policy 4126 – Consultants

## **FISCAL IMPACT:**

Not to exceed \$3,000 from Special Education funds

## **STAFF RECOMMENDATION:**

Approve *Richard Furbush, Inc.* consultant to provide an Independent Educational Evaluation for a student.

## **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: 3.3-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** *DirectEd Educational Services* Consultant

## **BACKGROUND INFORMATION:**

*DirectEd Educational Services* is a non-public agency which provides occupational therapy services. Services include initial assessments report with present levels of functioning and annual goals. *DirectEd Educational Services* will provide an Independent Educational Evaluation for occupational therapy services.

The parent of a student requested an independent educational evaluation in the area of occupational therapy, which has been agreed to by the District.

## **POLICY/ISSUE:**

Board Policy 4126 – Consultants

## **FISCAL IMPACT:**

Not to exceed \$3,000 from Special Education funds

## **STAFF RECOMMENDATION:**

Approve *DirectEd Educational Services* consultant to provide an Independent Educational Evaluation for a student.

## **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: 3.4-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent - Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Attorney Fees and Settlement Agreement for a Special Education Student

## **BACKGROUND INFORMATION:**

On August 30, 2017, the District received notice from the parents of a special education student (2005002304) who filed a request for a Due Process Hearing with the Office of Administrative Hearings. Through mediation, the District, parents and attorneys for both sides agreed on a tentative settlement pending the Board of Education's approval. As part of the settlement, the District agreed to sixty hours compensatory education academic tutoring services to be provided by a District certificated teacher, thirty hours of individual counseling by a Licensed Marriage and Family Therapist, an Educationally Related Mental Health Services assessment and a functional behavior assessment by District personnel or District contracted behaviorist. The District also agreed to pay attorney fees incurred per the mediation to Holloway Firm. Payment of these fees finalizes the agreement and resolves all claims related to this case.

## **POLICY/ISSUE:**

Board Policy 3330 – Payment of Judgment/Settlement of Claims

## **FISCAL IMPACT:**

\$10,000 from Special Education Funds

## **STAFF RECOMMENDATION:**

Approve and authorize payment for attorney fees and settlement agreement for a special education student.

## **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: 3.5-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent - Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Attorney Fees and Settlement Agreement for a Special Education Student

## **BACKGROUND INFORMATION:**

On May 11, 2017, the District received notice from the parents of a special education student (2013001136) who filed a request for a Due Process Hearing with the Office of Administrative Hearings. Through mediation, the District, parents and attorneys for both sides agreed on a tentative settlement pending the Board of Education's approval. As part of the settlement, the District agreed to fund Independent Educational Evaluations in the area of cognition and academics (reading only) and in the area of functional behavior. The District also agreed to pay attorney fees incurred per the mediation to the Law Offices of Tania Whiteleather. Payment of these fees finalizes the agreement and resolves all claims related to this case.

## **POLICY/ISSUE:**

Board Policy 3330 – Payment of Judgment/Settlement of Claims

## **FISCAL IMPACT:**

\$13,600 from Special Education Funds

## **STAFF RECOMMENDATION:**

Approve and authorize payment for attorney fees and resolution agreement for a special education student.

## **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: 3.6-A**



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Parent Engagement Academy Agreement

## **BACKGROUND INFORMATION:**

Parent and Community Partnerships is one of the Focus Areas in Paramount Unified School District's Strategic Plan. In order to provide high school parents with resources, and information about how they can engage with our schools and district in meaningful ways, monitor their students' academic progress, and support their students' wellbeing, we are bringing this proposal for your consideration. The Parent Engagement Academy offers a 7-week program for parents that covers key topics about high school graduation requirements, college entrance requirements, career options and trends, skills needed for success in both college and career, the LCFF and LCAP, and more. Their program is called FACTOR – Families Acting Towards Results – and is a comprehensive approach to parent engagement and education. This proposal will provide the FACTOR program at both Paramount High School and Paramount High School West Campus, and will serve up to 120 9<sup>th</sup> and 10<sup>th</sup> grade parents at each of those campuses.

## **POLICY/ISSUE:**

Board Policy – 4126 Consultants

## **FISCAL IMPACT:**

\$20,400 – LCAP Funds

## **STAFF RECOMMENDATION:**

Approve the Parent Engagement Academy agreement to provide the FACTOR program at both Paramount High School and Paramount High School West Campus.

## **PREPARED BY:**

Ryan Smith, Assistant Superintendent-Secondary Educational Services

## **DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.7-A**



**PREFACE - AN AGREEMENT FOR COLLABORATION**

PARENT ENGAGEMENT ACADEMY -TAX ID# TAX ID# **82-2352048** is a non-profit California corporation consisting of a dynamic group of professionals with a passion for education. They are experts in the field and bring over 20 years of experience in parent engagement, serving low-income families.

VISION: Build a community where parents are actively engaged in their children's overall learning.

PARENT ENGAGEMENT ACADEMY provides a parent engagement course, Families Acting towards Results (**FACTOR**), focusing on the social, emotional and physical development of children from low-income families. This course incorporates useful academic information and 21<sup>st</sup> century skills. Their research-based curriculum aims to improve students' academic achievement and parent engagement in K-12 schools.

**OBJECTIVES - FACTOR PROGRAM**

**Session 1**

1. Get to know the model of "Pathway to success" that will be present throughout the program
2. Learn to recognize the importance of family support in students' academic performance and how to help them express their emotions
3. Recognize anxiety and stress in our children
4. Get to know the Habits of Mind and Practices in Mathematics
5. Learn how to calculate the GPA and come to know honor classes, advanced classes (AP), as well as the GATE Program

**Session 2**

1. Identify the benefits of having physical activities
2. Understand the importance of adequate nutrition in academic performance
3. Be cognizant of the "core courses", and the A-G requirements
4. Receive information regarding academic records, transcripts and CUM file
5. Identify what are extracurricular activities and their purpose in our children's education

**Session 3**

1. Support student communication using the given tools and by reading
2. Understand the Common Core State Standards, how they work and what their purposes are, as well as CAASPP assessment exam
3. Learn about the United States Educational System
4. Understand the different committees that the schools have and how parents can get involved.
5. Learn more about the LCFF-LCAP
6. Recognize the importance of the teacher's visit or the academic adviser of our kids and learn techniques for an efficient visit.

**Session 4**

1. Get to know how the California university system works
2. Locate our children on the pathway to success
3. Identify admission requirements for college
4. Learn how financial education of students affects their academic life
5. Know the financing options for universities
6. Identify STEM careers

## Session 5

1. Educate ourselves about the role of technology in our lives, in the academic life of students and how in the future will be relevant to the professional life of students
2. Learn about the 21st century skills and how to support our children in achieving them
3. Understand what the achievement gap is and how to shorten it
4. Create an action plan to support our children to succeed

## RECITALS

1. **INDEMNIFICATION:** Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this Agreement.
2. **WAIVER OF REMOTE DAMAGES:** Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
3. **DISPUTE RESOLUTION:** In the event that any dispute arises between the parties under or relating to this agreement, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.
4. **JURISDICTION:** In the event that any dispute arising under or relating to this agreement cannot be resolved through mediation, the courts of California shall have exclusive jurisdiction to adjudicate the dispute.
5. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with California law

This agreement shall begin January 2018 and remain in full force until May 2018 Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

### SIGNATURES:

#### PARAMOUNT UNIFIED SCHOOL DISTRICT

Name: Ruben Frutos

Title: Assistant Superintendent-Business Services

Signature: \_\_\_\_\_

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

#### PARENT ENGAGEMENT ACADEMY

Name: Maria Elena Meraz

Title: Chief Executive Officer

Signature: *Maria Elena Meraz*

Date: November 16, 2017





## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: RYAN D. SMITH, Ed. D, ASSISTANT SUPERINTENDENT SECONDARY EDUCATIONAL SERVICES,

PARAMOUNT UNIFIED SCHOOL DISTRICT.

FROM: MARIA ELENA MERAZ, CHIEF EXECUTIVE OFFICER

DATE: NOVEMBER 17, 2017

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, Parent Engagement Academy and Paramount Unified School District agree as follow:

### RECITALS


1. **SCOPE OF SERVICES:** Parent Engagement Academy will provide a parent training course for the parents of the children enrolled in the school district above mentioned. Parent Engagement Academy will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions culminating in a graduation ceremony with certificates given to parents who attended three or more sessions. This training is designed to help parents get involved in their children's social, emotional and educational wellbeing and help them be successful in school.
2. **LOCATION:** Paramount High School - Senior Campus  
Paramount High School - West Campus-
3. **PERIOD OF PERFORMANCE:** January 2018- May 2018-
4. **COMPENSATION:**
  - a. The school agrees to pay a fee of **\$85.00** per parent. This fee will be assessed for each parent graduate (those parents attending three or more classes during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.
  - b. Parent Engagement Academy will open a class with a minimum of 25 parents enrolled in Spanish and 15 parents in English.
5. **SCHOOL REQUIREMENTS:** Light snacks or refreshments if available for the graduation ceremony, audio visual equipment, classrooms or other appropriate space.

I accept the services of Parent Engagement Academy under the terms and conditions noted.

---

Ruben Frutos  
Assistant Superintendent  
Business Services

P.O. Box 6153  
Whittier, CA 90609  
www.engagedparents.net

  
\_\_\_\_\_  
Maria Elena Meraz, CEO  
Parent Engagement Academy  
TAX ID# 82-2352048



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Teacher Development Group Agreement

## **BACKGROUND INFORMATION:**

This agreement will provide the Paramount Unified School District secondary school principals, mathematics coaches, and teachers with high-quality, intensive, and coherent professional development and coaching to improve students' mathematical understanding and achievement. Teachers Development Group (TDG) currently works in over forty districts across nine states. The organization recently received a National Science Foundation grant to study the efficacy of its approach to teaching and learning mathematics. This agreement will provide PUSD staff with a 4-day professional development series with corresponding classroom "studio" site-based coaching. A TDG Studio session engages principals and mathematics educators in a 3-day intensive lesson design activity where lessons are developed, implemented, and analyzed in PUSD classrooms. Staff will participate in two Studio sessions in spring 2018.

## **POLICY/ISSUE:**

Board Policy – 4126 Consultants

## **FISCAL IMPACT:**

\$23,250 – LCAP Funds

## **STAFF RECOMMENDATION:**

Approve the Teacher Development Group agreement to provide a 4-day mathematics professional development series, and two 3-day Studio sessions with Paramount Unified School District Secondary School principals, mathematics coaches and teachers.

## **PREPARED BY:**

Ryan Smith, Assistant Superintendent-Secondary Educational Services

## **DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.8-A**



*Teachers Development Group (TDG) is a 501(c)(3) nonprofit whose mission is to improve all students' mathematical understanding and achievement through meaningful, effective professional development for teachers and school leaders.*

### **PURPOSES OF MATH STUDIO**

TDG's Math Studio model provides a school and/or district purposeful, high quality, intensive, and coherent mathematics professional development designed specifically to:

- deepen all math teachers' and school leaders' knowledge of mathematics content, pedagogy, and leadership
- build system-wide capacity to design, implement, and sustain instruction that –
  - aligns with research on how students learn mathematics
  - assures that all students engage continuously at high-cognitive levels in mathematically productive habits of mind and habits of interaction
  - fosters the development of every student's mindset and self-identity as a capable mathematical thinker
- provide tools, strategies, and structures that will support a self-sustained culture of continuous mathematics professional learning and growth

### **Research Base**

Research has shown that improvement of student achievement in mathematics, including equity of outcomes across socioeconomic and racial groups, requires improvements at multiple levels of a school system, including the district, the school and its leader, and classroom teachers (Cobb, McClain, Lamberg & Dean, 2003; Rutter & Maughan, 2002; Smith, 2000). Unfortunately, research has also documented that the kinds of professional development activities that school districts typically purchase for the purpose of enhancing instruction in order to improve student achievement are largely ineffective (Ball & Cohen, 1999). Traditional professional development in education typically involves short-term knowledge- or technique-based workshops that range in quality and with virtually no evidence for the effectiveness of their approaches (Birman, Desimone, Porter, & Garet, 2000; Garet, Porter, Andrew, & Desimone, 2001). In fact, much of the professional development in education is *not* characterized by what research tells us is most effective with regard to adult learning. Hence, the likelihood that the professional development activities will result in the transformation of school leadership and classroom teaching practices is minimal.

Darling-Hammond (2009) synthesized research on professional development in education and noted the five key characteristics of the most effective programs:

- 1) intensive, ongoing, and connected to practice;
- 2) focused on students' learning;
- 3) supportive of educators through mentorship and coaching while they rehearsed new leadership and teaching routines in "real time;"
- 4) designed to align with local district goals, priorities and initiatives; and
- 5) focused on the development of strong working relationships among teachers.

The design of TDG's Math Studio professional development model aligns closely with the above research-based "best" practices for professional development. The Math Studio model includes high-quality, short-term workshops in which participants experience and analyze best practices in teaching mathematics **and** the model includes an innovative, apprenticeship component that involves a long-term, practice-based set of professional learning experiences called "Math Studios." TDG's model also

draws on years of professional practice in the field, as well as the predominant research on how students learn mathematics, effective mathematics classrooms, student conceptions of mathematical ideas, teacher generative growth, student motivation to learn, effective leadership, and effective professional learning communities (e.g., Boaler, 2008, 2006; Bolam et al, 2005; Carpenter et al, 2014; Donovan & Bransford, 2005; Dweck, 1999; Franke & Kazemi, 2001; Franke et al, 2007; Hord, 2004; Hufferd-Ackles & Sherin, 2004; Kilpatrick, 2001; Lampert et al, 2010; Leahy et al, 2005; McLaughlin & Talbert, 2001; Middleton & Jansen, 2011; Roeser, Marachi & Gehlbach, 2002; Saunders et al, 2009; Stein et al, 2008; Stein et al, 2009; Weaver & Dick, 2006; Weiss et al, 2013; Yackel & Cobb, 1996). All Math Studio activities, tools, and structures integrate this broad, complex, and critical set of ideas from research by focusing on continuous teacher implementation of a set of *Mathematically Productive Teaching Routines* (with an embedded set of *Catalytic Teaching Habits*) and continuous student implementation of a set of specific *Mathematical Habits of Mind* and *Mathematical Habits of Interaction* that tie directly to mathematicians' ways of thinking and working as framed in the *CCSS for Mathematical Practice*.

Embedded throughout the Studio design are implicit theories of intelligence by Carol Dweck (1999, 2008), whose research suggests that an individual's beliefs about her/his ability or intelligence in a given area like mathematics has profound organizing influences on the individual's motivation and learning. Specifically, Dweck has found that some individuals harbor a "fixed mindset," seeing math ability as a fixed entity that undergoes little change, whereas others have a "growth mindset," seeing math ability as malleable and subject to incremental change through effort and learning. Dweck and her Stanford colleagues have shown a direct correlation between mathematics achievement and the extent to which students harbor a growth mindset.

Research has also documented that, when schools emphasize a growth mindset at the level of the school culture, teachers are more likely to create a similar motivational climate in their classroom, and students are more likely to adopt such a mindset (Roeser et al., 2002). Hence, the Math Studio model emphasizes the "school as a unit of change" and is designed to both implicitly and explicitly foster a school-wide culture in which all learners (teachers, students, and leaders) view mathematics as achievable and understandable through one's own effort and learning.

The principal is a key factor in the development of a school-wide culture of learning – transformation in teachers' practice at the classroom level needs to be supported by the principal at the school level. This focus on the school as the unit of change requires specialized learning for the principal that emphasizes the development of evidence-based leadership practices (DuFour & Marzano, 2009; Eaker et al, 2002; Elmore, 2006, 2010; City et al, 2009; Nelson & Sassi, 2005; Nelson et al, 2007; Lambert, 2003; Grant et al, 2009; Maehr, 1991; Sarason, 1990; Stein & Nelson, 2003), such as the following leadership practices that are central to all work with school leaders during a Math Studio:

- analyzing mathematics teaching for its alignment with research on effective classrooms, meaningful content, and how students learn mathematics
- using a compelling leadership voice that inspires in all teachers a simultaneous sense of urgency and "doability" for the improvement of all students' math learning
- organizing the school culture in a way that assures all students' continuous engagement in mathematics learning that is characterized by continuous effort and growth.

### **Features of a Math Studio**

At the heart of the Math Studio model is the Studio classroom – a "live" classroom in which teachers, administrators, coaches, professional developers, and even pre-service students observe, collect data, and dialogue about the implementation of a lesson whose plan they have co-developed and/or analyzed and refined. A distinguishing feature of the Math Studio model is its emphasis on public work with students as a context for planning, rehearsing, and analyzing implementation of a set of six specific *Mathematically Productive Teaching Routines* that are based on research on effective practice and

support the needs of all learners. Embedded in these *Mathematically Productive Teaching Routines* are finer-grained practices often labeled as *high-leverage*, *high-yield*, *ambitious*, etc. in the literature on teaching across content areas (e.g., Marzano, 2001; Ball et al, 2009; Franke et al, 2007; Lampert et al, 2013) because they “have significant power for teachers’ effectiveness” with students (Ball et al, 2009). The six *Mathematically Productive Teaching Routines* examined during Math Studio have been dubbed “mathematically productive” because, beyond embedding many meaningful cross-content practices, each routine:

- 1) ties directly to key research on effective math classrooms and how all students learn math
- 2) involves teaching actions that recur repeatedly every day in effective math classrooms
- 3) involves math teaching actions that are challenging to implement well
- 4) (when done well) produces access, challenge, mathematical sense making and understanding by *all* students, regardless their language, economic, ethnic, or achievement backgrounds.

It is a premise of Math Studio that a teacher’s repeated implementation of these *Mathematically Productive Teaching Routines*, when coupled with repeated reflection, analysis, and polishing of the implementation, will positively impact all aspects of the teacher’s everyday mathematics instruction, and hence, positively impact student learning. Work during a Math Studio is designed to support rehearsal, reflection, and analysis that make visible – and thus available for professional dialogue and sense making – the often invisible details of effective implementation of these teaching routines.

The following description illustrates how a Math Studio serves as an on-site “greenhouse” for building a strong collaborative mathematics professional learning community engaged directly in work that enhances members’ specialized mathematical knowledge for teaching (Ball, Thames, and Phelps, 2008) as well as their pedagogical expertise.

**Envision a teacher** (the Studio Teacher) and up to 16 school colleagues (the Studio Residents) gathered around a table to collaboratively plan for instruction in the Studio Teacher’s classroom. The Residents are other teachers of mathematics from the school, the principal, the math coach, and school specialists such as for Special Education and English Language Learning. Residents “do the math” together, anticipate student conceptions and strategies, clarify their mathematics learning goals, debate and strengthen the accessibility and cognitive demand of the mathematical task, and identify and detail specific teaching moves that will engage all students in relevant and productive mathematical practice and discourse. These teachers use structured protocols and supporting tools to focus their planning and dialogue.

Next, the Studio Teacher enacts the plan “live” in her classroom, while Residents observe and record student discourse data using specified tools that focus attention on key features of discourse that is mathematically productive for all learners. During this Studio lesson, there are opportunities for “in-the-moment transparency” about specific teaching decisions.

Immediately following the classroom enactment, the group debriefs by examining the discourse data and engaging in structured inference dialogue about relationships among: the math content; students’ mathematical generalizations, justifications, and use of other critical Mathematical Habits of Mind; the lesson design; and instructional moves. Protocols provide structures that focus reflection and foster productive professional dialogue. There are also always opportunities for participants to apply their learning by rehearsing with small groups of students, and the day always ends with all participants identifying next steps for improving their individual and collective practices.

Throughout the above planning, enactment, and debrief process, there is a facilitator whose role is to:

- nurture a culture of noticing, wondering, and inquiry about mathematics content, students’ mathematical thinking, and the implications for teaching



- support participants in identifying (sometimes in-the-moment of instruction) the instructional choices that are at hand and the affordances and drawbacks of each choice (thus, reinforcing “thinking in options,” reflection, and metacognition as habits-of-practice for each teacher/leader participant)
- facilitate the group’s use of specific tools and protocols that will also be useful in their everyday individual and collaborative work
- coach side-by-side with the Studio Teacher to support her/his implementation of specific teaching routines and practices
- make pivotal moments (e.g., in student thinking, teacher thinking, teaching moves, coaching moves, student use of key habits of mind or interaction, etc.) transparent to the Studio participants
- coach, model, and make transparent the features of highly productive professional dialogue

Initially, a TDG consultant facilitates the Studio. However, over time the structures and protocols become internalized by the professional community, deprivatization of practice through public rehearsals and analysis become the norm, and local administrators, coaches, and/or teacher leaders learn to take over Studio facilitation.

Each Studio year begins with a different *Best Practices in Teaching Mathematics* seminar (see descriptions at the end of this document) that is attended by all of the Studio participants. Seminar content provides the focus for the “live” Studio work throughout the school year. During a seminar, participants do mathematics together as a context for experiencing specific instructional practices and examining the research grounding those practices. These seminars also emphasize strategies for creating equitable learning environments in which effort and growth rather than proving one’s ability relative to others (i.e., a growth vs fixed mindset, Dweck, 1999) are central for all students regardless their prior achievement or language, economic, or ethnic backgrounds.

There are typically five *Studio Cycles* in the first Studio year and four or five cycles during subsequent years. During each cycle, the resident teachers, Studio Teacher, principal, and TDG Studio consultant spend a full Studio Day together. The Studio Day is structured as described in the “*Envision a teacher...*” section above, and is always preceded by a half-day of one-to-one instructional coaching for the Studio Teacher (and the local coach if there is one) and a half-day of one-to-one leadership coaching for the principal. The leadership coaching includes a classroom walk-through as a context for learning and rehearsing the use of leadership tools, structures, and practices that emphasize the analysis and acceleration of classroom implementation. Following the Studio Day, there are opportunities for “Resident coaching” during which the TDG consultant works side-by-side in classrooms with individual teachers and/or coaches to accelerate implementation. Between-cycle activity includes ongoing online interaction in an Online Math Collaborative hosted by TDG, and ongoing cycles of “implement-reflect-refine” during which the Studio participants repeatedly apply their Studio learning in their individual practices.

### **Formative Assessments of Implementation**

According to the logic model that provides the basis for the Studio design, a successful Studio will yield continuous school-wide implementation that has positive impacts on: (a) the school-wide culture for math learning (central to this is the role of principal leadership); (b) teacher math instruction; (c) student engagement during math instruction; and (d) student math achievement.

**Teaching Surveys.** Prior to each Studio Cycle, all teachers and school leaders complete an online survey about their classroom’s/school’s developing mathematical culture of learning, teacher implementation, and student engagement. In particular, these surveys address the quality and quantity of teacher implementation of *Mathematically Productive Teaching Routines* (and their embedded *Catalytic Teaching Habits*) and student implementation of *Mathematical Habits of Mind* and *Mathematical Habits of Interaction* that are central to the Studio model. Teachers and leaders have regular opportunities to

analyze and reflect about the survey results and to use those results as the basis for goal setting. In addition, the TDG consultant and principal use results to aide in planning and decision making about the focuses of each Studio Cycle.

**Data Snaps and other Classroom Observations.** During each Studio cycle, there are two key opportunities for observing and processing classroom implementation. First, the TDG consultant and principal (and other available school leaders) always complete a “Data Snap” walk-through in all math classrooms. These Data Snaps provide a “real-time” context for leaders to: determine levels of implementation; learn about effective instruction, observations, and feedback; and work with the TDG consultant to make evidence-based decisions about the design of the Studio Day. Second, all Studio participants observe the enactment of the Studio lesson on the Studio Day. Observers use a variety of data collection tools developed specifically to support refinement of their eye and ear for mathematically impactful teaching and learning. Observers learn to notice, record, and process discourse-based evidence of: student engagement in *Math Habits of Mind* and *Math Habits of Interaction*; teacher engagement in *Mathematically Productive Teaching Routines* and *Catalytic Teaching Habits*; the relevance of student engagement to the learning target and core mathematical idea of the lesson; and the cognitive level of student engagement.

### **Credentials**

The *Mathematics Studio* and the associated professional development seminars that ground the Studio model are a major focus of TDG’s school-based work nationwide. Interest in the Math Studio work is growing nationally. This year there are currently several dozen active TDG Math Studio projects serving hundreds of teachers and thousands of U.S. students in over forty districts across nine states. Interest has also grown internationally. For example, Linda Foreman, TDG President/Executive Director was invited to present about the *Studio* model of professional development as one of two U.S. national presentations at the 2012 International Congress of Mathematics Educators (ICME) in Seoul, South Korea — as illustration of our country’s “state of the art efforts to provide a quality mathematics education for all students” and an example of powerful professional development offered in the US.

As further evidence of its national recognition, Teachers Development Group was recently awarded a \$2.5 million National Science Foundation grant to study the efficacy of the Studio model. Mike Shaughnessy, mathematics professor emeritus and past president of the National Council of Teachers of Mathematics, leads the research component of this efficacy study. In addition, TDG’s work is guided by a Board of Directors whose members are also accomplished mathematics educators who bring the latest thinking from the field to TDG’s program design. Members include TDG’s President/Executive Director (Ruth Heaton), Executive Director of Program (Jill Board), and Senior Mathematics Professional Development Specialist (Kathy Pfaendler), as well as the following other nationally recognized mathematics educators: Harold Asturias, Director of the Center for Mathematics Excellence and Equity Lawrence Hall of Science at the University of California, Berkeley CA; Cathy Martin, Director of Curriculum and Instruction, Denver Public Schools, Denver CO; Mark Driscoll, Co-Director of the Center for Leadership and Learning Communities, Education Development Center, Boston MA; Amanda Jansen, Professor of Mathematics Education, University of Delaware, Newark DE; and Robert Berry, Professor of Mathematics Education and President-elect of the National Council of Teachers of Mathematics (NCTM), University of Virginia, Charlottesville VA.

Following are three *Best Practices in Teaching Mathematics* seminars that provide contexts for Math Studios across time (seminars from the *Knowing Mathematics for Teaching* series also provide context for Studio work, often after the second year).

<p>Best Practices in Teaching Mathematics: <i>How Math Teaching Matters</i> (BP:HMTM)</p>	<p><i>How Math Teaching Matters</i> is the first seminar in the series of Best Practices seminars. Participants (teachers, administrators, specialists, and coaches) do math together as a context for experiencing first-hand an extensive set of instructional tools, structures, and routines that:</p> <ul style="list-style-type: none"> <li>• align with the research on how students learn math, cognitive demand, and effective instruction;</li> <li>• support all students in developing mathematically productive <i>Habits of Mind</i> and <i>Habits of Interaction</i>; and</li> <li>• support all teachers in planning for and implementing a powerful discourse-based culture of reasoning and sense making.</li> </ul> <p>Participants develop an Action Plan for implementing their seminar learning. This plan is put into practice, reflected on, and revised throughout the year's Math Studio work.</p>
<p>Best Practices in Teaching Mathematics: <i>Mathematically Productive Engagement</i> (BP:MPE)</p>	<p><i>Mathematically Productive Engagement</i> is a seminar for teachers, specialists, administrators, and coaches. It is typically taken as the second seminar in the <i>Best Practices</i> series, and provides context for focusing Studio attention on the development of a classroom culture of effort and growth. Participants deepen and extend many ideas explored in the BP:HMTM seminar (described above), and they gain knowledge, tools, strategies, and structures for:</p> <ul style="list-style-type: none"> <li>• strengthening students' motivation to learn and achieve,</li> <li>• deepening the cognitive level of student engagement,</li> <li>• identifying/eliminating status issues known to inhibit math learning, and</li> <li>• fostering in every student a growth mindset and self-identity as a capable mathematical thinker.</li> </ul> <p>Participants expand their thinking about the critical role of <i>Mathematical Habits of Mind/Interaction</i> in the development of a powerful mathematical culture in which ALL students engage and achieve mathematically.</p>
<p>Best Practices in Teaching Mathematics: <i>Fostering Math Reasoning through Generalization and Justification</i> (BP:FMR)</p>	<p>This seminar strengthens participants' understanding and practice related to instruction that aligns with how students learn mathematics and the <i>Common Core State Standards (CCSS) for Mathematical Practice</i>. Participants explore and extend classic math problems as context for "zooming in" on strategies for increasing student engagement in mathematical reasoning. They deepen their understanding of specific grade-relevant and standards-based mathematics content while they:</p> <ul style="list-style-type: none"> <li>• examine the meanings, roles, development, and facilitation of mathematical reasoning through conjecturing, justifying, and generalizing</li> <li>• make specific connections to content standards from across the CCSS</li> <li>• increase their understanding and use of mathematical structure and regularity as critical elements of mathematical reasoning</li> <li>• experience and analyze instructional strategies that foster students' continuous engagement in justifying, generalizing, and other <i>Mathematical Habits of Mind</i> and <i>Mathematical Habits of Interaction</i> that support justifying and generalizing.</li> </ul>

## Cost Proposal

Description	Grade Level	Number of days	Cost per day	Total Cost
<b>Seminar: <i>Best Practices in Teaching Mathematics: How Math Teaching Matters</i></b> (Maximum of 35 participants, subs needed)	9-12	4	\$2325	\$9,300
<p><b>2 Math Studio cycles x 3 days per cycle. Each cycle is structured as follows:</b></p> <p><b>Day 1</b>  <b>.5-day, Leadership Coaching</b> with the building principal and any other building/district administrators who are available. The TDG consultant will use a Data Snap walk-through with the administrator(s) as context for coaching the leaders while gathering formative information regarding the learning needs of students and corresponding professional learning needs of the teachers. This also provides context for the consultant and principal to plan the “powerful opening” to the Studio Day – aimed at fostering the school’s ownership of the studio work and a simultaneous sense of “doability” and urgency for this deep work on instruction.</p> <p><b>.5-day, Pre-Studio Inquiry</b> with the Studio Teacher (other teachers if available). This can take place during or after school. The purpose is to begin analysis of the teacher’s plan, examine student work to inform the design of the Studio Day, rehearse coaching strategies the TDG consultant will use with the Studio Teacher. Note that during Cycle 1, the TDG consultant will teach the Studio lesson as context for understanding the role of transparency, the focus of the studio on specific practices, etc.</p> <p><b>Day 2</b>  <b>Studio Day.</b> All participating teachers (up to 16 people) are released for a full day (see description of the Math Studio in the “Features of a Math Studio” section on pages 2-4)</p> <p><b>Day 3</b>  <b>Resident Coaching (no subs required)</b> The TDG consultant coaches side-by-side with selected teachers, building administrator, and/or coach to support accelerated implementation of the practices examined during the Studio Day.</p>	9-12	6	\$2325	\$13,950
<b>OVERALL TOTALS</b>				<b>\$23,250</b>

Questions? Contact:

**Jill Board, Executive Director of Program**

**Teachers Development Group**

[jill.board@teachersdg.org](mailto:jill.board@teachersdg.org) Phone: 541-954-9654

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Academic Cap & Gown

**BACKGROUND INFORMATION:**

In order to comply with California law and education code, caps, gowns, and tassels will be provided to each of Paramount Unified School District's graduates free of charge. In the past, students paid a fee for these items. This quote from Academic Cap & Gown also includes the cost of diplomas and diploma covers.

**POLICY/ISSUE:**

Board Policy 3250 – Fees and Charges

**FISCAL IMPACT:**

\$30,458.90 - General Funds

**STAFF RECOMMENDATION:**

Approve quote from Academic Cap & Gown for the purchase of cap and gowns for Paramount Unified School District's graduates.

**PREPARED BY:**

Ryan Smith, Assistant Superintendent – Secondary Educational Services

**DISTRICT PRIORITY 1:**

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

**ACTION ITEM: 3.9-A**

**ACADEMIC CAP & GOWN**

20644 Superior St  
 Chatsworth, CA 91311

**Quote**

Date	Estimate #
11/22/2017	Quote 1

Name / Address
Paramount Unified School District Attn: Ryan D. Smith 15110 California Avenue Paramount, CA 90723

Rep
LM

Quantity	Item	Description	Rate	Total
1,200	Keepers Burgundy	Paramount High School	13.00	15,600.00T
1,200	Diploma Covers	Paramount High School	5.00	6,000.00T
1,230	Diploma	Paramount High School	2.00	2,460.00T
130	Keepers Black	Buena Vista High School	13.00	1,690.00T
130	Diploma Covers	Buena Vista High School	6.50	845.00T
130	Diploma	Buena Vista High School	3.50	455.00T
20	Keepers	Paramount Adult School (Color To Be Decided)	13.00	260.00T
40	Diploma Covers	Paramount Adult School	10.00	400.00T
20	Diploma	Paramount Adult School	8.50	170.00T

<b>Subtotal</b>			\$27,880.00
<b>Sales Tax (9.25%)</b>			\$2,578.90
<b>Total</b>			\$30,458.90

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** New Physical Education Elective Course: Racquet Sports

## **BACKGROUND INFORMATION:**

In efforts of expanding physical education (P.E.) electives for students at Paramount High School, Racquet Sports will be introduced as a course offering for juniors and seniors who have completed at least two years of P.E. This course will introduce students to and build knowledge and competency in at least two of the racquet sports including: Badminton, Tennis, Pickleball and/or Racquetball. This course will use this content to develop and enhance motor skills, movement patterns and a variety of strategies through the process of engaging students in physical activity.

Through the two semesters of this course, students will become better informed about fitness for health including specific knowledge of fitness concepts and practices, the principles of a sound fitness program and a variety of strategies that can be employed to promote fitness for life. Students will learn and apply through demonstration the individual, partner and team strategies of the activities including planning, training, scheduling, goal setting, self and match analysis and evaluation. Students will model for peers and representatives of other age groups, design and implement tournament plans, and assess their progress and success in these activities.

A committee of physical education teachers and administrators reviewed the Physical Education Model Content Standards for California Public Schools and recommend the following equipment for this course:

- Tennis racquets and balls
- Badminton racquets and birdies
- Racquetball racquets and balls
- Eye protection

A copy of the course outline is attached under separate cover.

## **POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development

## **FISCAL IMPACT:**

Approximately \$5,500.00 from LCAP funds

**ACTION ITEM: 3.10-A**

**STAFF RECOMMENDATION:**

Approve the adoption of the Racquet Sports course and the purchase of related equipment for the 2018-19 school year.

**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.



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** New Physical Education Elective Course: Aerobics

## **BACKGROUND INFORMATION:**

In efforts of expanding physical education (P.E.) electives for students at Paramount High School, Aerobics will be introduced as a course offering for juniors and seniors who have completed at least two years of P.E. Aerobics is a standards based, year-long P.E. elective course that will provide students the opportunity to explore and learn motor skills, movement patterns and the strategies needed to perform a variety of aerobic activities.

In this course, students will develop goals to achieve a level of physical fitness for health and performance across four main units throughout the year which include *Introduction to Aerobics, Goal Setting, Aerobic Competency and Aerobic Routines*.

A committee of physical education teachers and administrators reviewed the Physical Education Model Content Standards for California Public Schools and recommend the following equipment for this course:

- Yoga mats
- Aerobic steps
- Fitness balls
- Portable sound system

A copy of the course outline is attached under separate cover.

## **POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development

## **FISCAL IMPACT:**

Approximately \$4,000.00 from LCAP funds

## **STAFF RECOMMENDATION:**

Approve the adoption of the Aerobics course and the purchase of related equipment for the 2018-19 school year.

## **PREPARED BY:**

Greg Francois, Director – Secondary Education and Instructional Technology

**ACTION ITEM: 3.11-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:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Honors Designation for Select PLTW Courses at Paramount High School

## **BACKGROUND INFORMATION:**

The University of California has determined that select Project Lead the Way (PLTW) courses offered at Paramount High School in grades 9-12 meet requirements to be deemed as Honors courses. Honors-level courses are specialized, advanced courses designed for students who excel in certain subjects. Passing an honors class is an excellent way for high school students to demonstrate their academic competency and discipline for college admissions officers.

Although the content of the listed courses will not be altered, a revised course ID and title will be created in the Student Information System and will be listed as follows:

<b>Current Course Title</b>	<b>Proposed Course Title</b>	<b>Implementation</b>
Introduction to Engineering Design (PLTW)	Introduction to Engineering Design (PLTW) Honors	2018-19
Principles of Engineering (PLTW)	Principles of Engineering (PLTW) Honors	2018-19
Computer Integrated Manufacturing (PLTW)	Computer Integrated Manufacturing (PLTW) Honors	2018-19
Engineering Design and Development (PLTW)	Engineering Design and Development (PLTW) Honors	2018-19

## **POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development

## **FISCAL IMPACT:**

None

## **STAFF RECOMMENDATION:**

Approve the select PLTW courses with Honor's designation.

## **PREPARED BY:**

Greg Francois, Director - Secondary Education and Instructional Technology

**ACTION ITEM: 3.12-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:** Ryan Smith, Assistant Superintendent-Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Memorandum of Understanding with Cerritos College for Site-bridging College Liaison

## **BACKGROUND INFORMATION:**

In efforts of supporting students with college matriculation, there is a desire by high school principals to partner with Cerritos College to have a part-time college liaison on campus in their respective college and career centers.

The Cerritos College Site-bridging College Liaison will support high school students, students' parents and high school staff in understanding and carrying out the logistics of student matriculation into college at Buena Vista High School and Paramount High School for 20 weeks during the 2018-19 school year. The liaisons would be on campus for a total of 3.5 hours every other week during the regular school year for a maximum of 70 hours assisting students and families with the following:

- College academic preparation, admission and orientation
- Assessments for placements in college math and English
- Counseling and accessing resources

## **POLICY/ISSUE:**

Board Policy 3322 - Contracts

## **FISCAL IMPACT:**

\$7,000 from LCAP funds

## **STAFF RECOMMENDATION:**

Approve the Memorandum of Understanding with Cerritos College to provide a College Site-bridging College Liaison at Buena Vista High School and Paramount High School for the 2018-19 school year.

## **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: 3.13-A**

**Site-bridging College Liaison Staffing**  
**Memorandum of Understanding**  
**Between**  
**Cerritos College Foundation**  
**And**  
**Paramount Unified School District**

This Memorandum of Understanding ("MOU") is hereby entered into as of 2018 by and between the **Paramount Unified School District** (Los Angeles County, CA), hereinafter referred to as "District," and the **Cerritos College Foundation**, hereinafter referred to as "Foundation," individually referred to as "Party" and collectively as "Parties," for site-bridging college liaison staffing functions. The Parties agree as follows:

1. Services to be Provided: Both Parties desire to enter into this MOU as a pilot program for the hiring, training and co-placement of a site-bridging college liaison (hereinafter referred to as "Liaison") at the designated high school(s) of the District in accordance with Exhibit A ("Services"). For the District, the Liaison is to report to the \_\_\_\_\_, or his/her designee, at assigned high school(s) during the course of the Services. For the Foundation, the Liaison reports to the Executive Director, Cerritos College Foundation.

2A. Exhibit A. Table of Liaison Assignment Time and Cost to District is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 4 only, Services to be Provided and Compensation. If any terms or conditions conflict between this MOU and Exhibit A, the MOU shall prevail.

2B. Exhibit B. Liaison Description is attached hereto. The purpose of Exhibit B as used in this agreement is to further define the functions and/or duties of, and supervisory direction of, the Liaison. If any terms or conditions conflict between this MOU and Exhibit B, the MOU shall prevail.

3. Term. Services shall commence under this MOU effective on the first working day of the month following execution of this MOU by District and Foundation AND following employment of the Liaison by Foundation. The term of this MOU shall end no later than **June 30, 2018**, but may be extended for additional one-year time periods by a written amendment to this MOU executed by both Parties.

4. Compensation. Exhibit A, incorporated by this referenced and attached hereto, sets forth the table of compensation for the Liaison position provided by Foundation. District agrees to pay to Foundation quarterly, and in advance, the projected cost of the Services to be rendered pursuant to this MOU, not to exceed **\$3,500.00 per high school site** per fiscal year. Fiscal years are from July 1 to June 30.

5. Expenses. In addition to the service fees set forth above, District shall reimburse Foundation for only actual out-of-pocket expenses incurred in the performance of the MOU provided that (i) Foundation submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District. District shall reimburse Foundation for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. Foundation is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in Foundation's hourly rate.

6. Status of Liaison. Liaison, in the performance of the MOU, shall be and act as an agent of Foundation, as an employee. The Parties hereto understand and agree that Liaison shall not be considered an officer, employee or agent of District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Foundation assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this MOU.

7. Materials. Subject to prior approval to the Liaison, Foundation shall furnish all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this MOU, unless otherwise executed by both Parties in writing. Liaison's work functions will be performed in accordance with generally and currently accepted principles and practices of a similar profession under which these Services would be performed. Reimbursements for materials, equipment, supplies and other items shall be in accordance with Item No. 5 above.

8. Termination. District may, at any time, with or without reason, terminate this MOU by giving written notice to Foundation of such termination, and specifying the effective date therefor, not less than thirty (30) days before the effective date of such termination. Upon termination, District shall compensate Foundation for Services satisfactorily rendered to the date of termination. District shall be refunded any monies paid in advance on a prorated basis.

9. Hold Harmless. Each Party agrees to and does hereby indemnify, hold harmless and defend the other Party (the "Indemnified Party") and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, neglect, default, or negligent omission of the Indemnifying Party, or any person, firm or corporation employed by the Indemnifying Party, either directly or by independent contract, arising out of, or in any way connected with, the performance of the Indemnifying Party's duties and obligations under this MOU.

10. Insurance. Each Party will maintain at its sole cost and expense, adequate insurance coverage, or a self-insurance program, to protect against potential liabilities and risk arising out of services or activities to be performed under this Agreement, including coverages, deductible limits, and self-insured retentions.

11. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Foundation and District agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Foundation or District, Foundation's or District's business, and personnel engaged in operations covered by this MOU or accruing out of the performance of such operations.

12. Entire Agreement/Amendment. This MOU and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both Parties to this MOU.

13. Nondiscrimination. Foundation and District agree that they will not engage in unlawful discrimination in employment of persons.

14. Images. If applicable, Foundation is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the District, or any image that represents the District without express prior written consent from the District.

15. Non Waiver. The failure of District or Foundation to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16. Notice. All notices or demands to be given under this MOU by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

District:  
Paramount Unified School District  
Office of the Superintendent  
15110 California Ave.  
Paramount, CA 90723  
Telephone: 1-562-602-6000  
Facsimile: 1-562-\_\_\_\_\_

Foundation:  
Cerritos College Foundation  
Office of the Executive Director  
11110 Alondra Blvd.  
Norwalk, CA 90650  
Telephone: 1-562-860-2451  
Facsimile: 1-562.467-5041

17. Severability. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. Governing Law. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Los Angeles County, California.



19. Education Code 45125. During the entire term of this Contract, the Foundation, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), as Foundation or its Liaison may have contact with pupils in the performance of the work of this MOU.

20. Tuberculosis Testing. Foundation agrees that all Services of Liaison whose functions require frequent or prolonged contact with students may be required, at the sole discretion of the District, to complete tuberculosis testing. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Foundation shall ensure that Liaison(s) who are skin test negative have undergone the foregoing examination at least once every four years, or as required by law, if the Foundation is still rendering services to the District.

The Parties hereto have executed this MOU on the date indicated below and hereby certify that they are authorized to bind their respective entities. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

District:  
Paramount Unified School District  
Office of the Superintendent  
15110 California Ave.  
Paramount, CA 90723  
By (signature) \_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Email \_\_\_\_\_

Foundation:  
Cerritos College Foundation  
Office of the Executive Director  
11110 Alondra Blvd.  
Norwalk, CA 90650  
By (signature) \_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Email \_\_\_\_\_

\*\*\*

## Exhibit "A"

### Description of Services

- I. Assumptions
  - A. Liaison is employee of Foundation and the terms below are applicable in their entirety or Liaison is an independent contractor to the Foundation and funding below for costs not paid by Foundation shall be added to the payments made to the contractor.
  - B1. District has up to 40 weeks each year during which the Liaison may be at one or more sites.
  - B2. Liaison available to each site up to every other week, equaling 20 weeks per year.
  - B3. Liaison time on site every other week is for ½ day, equaling 3.5 hours per visit.
  - B4. As such, a site would have up to 70 hours per year.
  
- II. Calculations
  - A. Fee to District is up to \$50.00 per hour, subject to qualifications of selected liaison.
  - B. Payroll taxes, fees, and contribution to Medical Expense Reimbursement Plan (MERP) = 25%.
  - C. 25% of \$50.00 = \$12.50; hence, projected net pay = \$38.50 per hour.

40	schedulable weeks in a year
÷ 2	for time at each site every other week
= 20	weeks per site per year
x 3.5	hours for a ½ day site visit
= 70	hours per site per year
x \$50	per hour rate
= \$3,500	per year per site
Thus, projected annual cost per year by number of sites:	
\$3,500	For 1 site
\$7,000	For 2 sites
\$10,500	For 3 sites
\$14,000	For 4 sites
\$17,500	For 5 sites

\*\*\*

## **Exhibit "B"**

### **Liaison Description**

Per designations of the Executive Director, Cerritos College Foundation, and in coordination with District's designated site administrator, and not inconsistent with the terms of this MOU, the Site-bridging College Liaison:

Supports high school student and parent understanding of, through completion of, matriculation into college, including but not limited to information and transaction completion for:

- college academic preparation,
- college admission,
- assessment for placement in college math and English,
- orientation,
- counseling, and
- applicable other components of the Cerritos College Promise Program or other applicable resources designated by the EP&P and District's designated site administrator.

Accomplishes stated support functions through:

- high school on-site meetings and other on-site work during site visits;
- projected to entail one 3.5 hour visit every other week during the regular school year;
- with the high school's students, students' parents or other District-authorized adults functioning in a student's interest;
- with District faculty, staff, and administrators as directed by District;
- with community resource providers, as authorized by District; and,
- with EP&P and other Cerritos College-designated offices, departments, organizations and personnel.

\*\*\*

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** December 11, 2017  
**SUBJECT:** Articulation Agreement for CTE Health Career Academy Exploration Course with Cerritos College

**BACKGROUND INFORMATION:**

Cerritos College has determined that the Paramount Unified School District Career and Technical Education (CTE) Health Career Academy Exploration course matches the knowledge and skills taught in a similar Cerritos College course. PHS will enter an articulation agreement for the Health Career Academy Exploration course with Cerritos College that will provide a seamless process joining secondary and post-secondary CTE programs of study. This articulation agreement ensures that if a student earns a grade of B or higher in the high school course, the student will receive college credit for that same course.

With this articulation agreement, students can earn up to two units of college credit before they graduate high school. Currently there are five sections of Health Career Academy Exploration offered at PHS in 2017-18.

PUSD CTE Course	Cerritos College Course
Health Career Academy Exploration	Medical Assisting: MA 60 (2 units)

Students must do the following to receive college credit for this articulated course:

- Complete the Cerritos College application and Credit by Exam documentation.
- Receive a final grade of B or higher in the course taken in high school.

A copy of the articulation agreement is attached under separate cover.

**POLICY/ISSUE:**

Board Policy 6141 – Curriculum Development

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Authorize the Credit by Examination Articulation Agreement Health Career Academy Exploration course at Paramount High School.

**ACTION ITEM: 3.14-A**

**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.

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** First Interim Report 2017-2018

**BACKGROUND INFORMATION:**

The California Department of Education requires each school district's Governing Board to review the current General Fund Interim Report. Based upon this review, the Board of Education shall determine whether or not the school district can meet its financial obligations for the remainder of the fiscal year.

Two specific reporting periods are required: the First Interim Report is due on or before December 15, 2017, and covers the period July 1 through October 31, 2017. The Second Interim Report is due on or before March 15, 2018, and covers the period July 1 through January 31, 2018.

Staff will present a review of the First Interim Report, which has been provided to the Board under separate cover.

**POLICY/ISSUE:**

California Education Code 42130 – District Interim Reports  
Board Policy 3430 – Periodic Financial Reports

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Approve the 2017-18 First Interim Report with a positive certification.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.1-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent of Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** 2017-18 Budget Adjustments as of First Interim

## **BACKGROUND INFORMATION:**

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

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2000-2999	Classified Salaries	\$ 321,048
4000-4999	Books and Supplies	132,715
8010-8099	Revenue Limit Sources	38,129
8300-8599	Other State Revenues	2,204,656
8980-8999	Contributions to Res. Programs	67,594
	<b>Total Transfer From:</b>	<b>\$ 2,764,142</b>

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1000-1999	Certificated Salaries	\$ 50,321
3000-3999	Employee Benefits	59,402
5000-5999	Services, Other Operating Expenses	130,021
7000-7999	Indirect Costs	110,100
9790	Reserves	2,414,298
	<b>Total Transfer To:</b>	<b>\$ 2,764,142</b>

**ACTION ITEM: 4.2-A**

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
4000-4999	Books and Supplies	\$ 815
7000-7999	Indirect Costs	110,100
8600-8799	Other Local Revenues	285
9790	Reserves	1,010,369
	<b>Total Transfer From:</b>	<b>\$ 1,121,569</b>

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2000-2999	Classified Salaries	\$ 2,258
3000-3999	Employee Benefits	627
5000-5999	Services, Other Operating Expenses	918,434
8300-8599	Other Local Revenues	132,656
8980-8999	Contributions to Res. Programs	67,594
	<b>Total Transfer To:</b>	<b>\$ 1,121,569</b>

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
4000-4999	Books and Supplies	\$ 10,000
	<b>Total Transfer From:</b>	<b>\$ 10,000</b>

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

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
5000-5999	Services, Other Operating Expenses	\$ 10,000
	<b>Total Transfer To:</b>	<b>\$ 10,000</b>



**BUILDING FUND – MEASURE I (21.1) – TRANSFER FROM**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
5000-5999	Services, Other Operating Expenses \$	5,000
	<b>Total Transfer From:</b>	<b>\$ 5,000</b>

**BUILDING FUND – MEASURE I (21.1) – TRANSFER TO**

<b><u>Object</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
4000-4999	Books and Supplies	5,000
	<b>Total Transfer To:</b>	<b>\$ 5,000</b>

**POLICY/ISSUE:**

Board Policy 3150 - Budget as Spending Plan

**FISCAL IMPACT:**

As reflected in the 2017-18 Revised Budget as shown above.

**STAFF RECOMMENDATIONS:**

Approve the 2017-18 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund and Measure I Fund.

**PREPARED BY:**

Patricia Tu, Director-Fiscal Services

**DISTRICT PRIORITY 9:**

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

PARAMOUNT UNIFIED SCHOOL DISTRICT  
UNRESTRICTED GENERAL FUND (01)  
BUDGET REVISIONS  
2017-2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals	07/01 - 08/31 Board Date	09/01 - 09/30 Board Date	10/01 - 10/31 Board Date	1st Interim Board Date	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	Final Budget
1															
2	Revenues:														
3	Revenue Limit Sources	8010-8099	159,635,783					38,129							159,673,912
4	Federal Revenues	8100-8299	52,820					2,204,656							52,820
5	Other State Revenues	8300-8599	2,858,416			37,648									5,100,720
6	Other Local Revenues	8600-8799	805,660			64,033									869,693
7	<b>A. Total Revenues</b>		<b>\$ 163,352,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101,681</b>	<b>\$ -</b>	<b>\$ 2,242,785</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165,697,145</b>
8															
9	Expenditures:														
10	Certificated Salaries	1000-1999	69,514,610		26,961	(54,743)	(47,287)	50,321							69,489,862
11	Classified Salaries	2000-2999	16,258,300		48,045	32,687	74,554	(321,048)							16,092,538
12	Employee Benefits	3000-3999	32,616,774		16,072	(43,497)	23,851	59,402							32,672,602
13	Books and Supplies	4000-4999	13,170,691		(348,908)	(19,327)	131,230	(132,716)							12,800,970
14	Services, Other Operating Expenses	5000-5999	17,281,790		369,030	236,632	(119,299)	130,021							17,900,175
15	Capital Outlay	6000-6999	7,092,346		70,000		32,895								7,195,241
16	Other Outgo	7100-7299	100,000					110,100							100,000
17	Indirect Costs	7300-7399	(515,116)				(174,065)								(579,081)
18	<b>B. Total Expenditures</b>		<b>\$ 155,519,395</b>	<b>\$ -</b>	<b>\$ 181,200</b>	<b>\$ 153,752</b>	<b>\$ (78,121)</b>	<b>\$ (103,919)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 155,672,307</b>
19															
20	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ 7,833,284</b>	<b>\$ -</b>	<b>\$ (181,200)</b>	<b>\$ (153,752)</b>	<b>\$ 179,802</b>	<b>\$ 2,346,704</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,024,838</b>
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929													
25	E. Transfers Out	7610-7629	\$ 1,591,000												\$ 1,591,000
26	F. Financing Sources	8930-8979													
27	G. Financing Uses	7630-7699													
28	H. Flexibility Transfers	8997													
29	I. Flexibility Transfers	8998													
30	J. Contributions to Res. Programs	8980-8999	(20,364,556)			(302,197)		67,594							(20,599,159)
31	<b>K. Total, Other Sources/Uses</b>		<b>\$ (21,955,556)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (302,197)</b>	<b>\$ (302,197)</b>	<b>\$ 67,594</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (19,008,159)</b>
32															
33	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ (14,122,272)</b>	<b>\$ -</b>	<b>\$ (181,200)</b>	<b>\$ (153,752)</b>	<b>\$ (122,395)</b>	<b>\$ 2,414,298</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (12,165,321)</b>
34															
35															
36	Beginning Balance		\$ 45,334,639	\$ 40,900,660	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639	\$ 45,334,639
37	Ending Balance		\$ 31,212,367	\$ 45,334,639	\$ 45,153,439	\$ 44,999,687	\$ 44,877,292	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590	\$ 47,291,590
38															
39															

PARAMOUNT UNIFIED SCHOOL DISTRICT  
UNRESTRICTED GENERAL FUND (01)  
BUDGET REVISIONS  
2017-2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/11/17	07/01 - 08/31 Board Date 9/25/17	09/01 - 09/30 Board Date 10/23/17	10/01 - 10/31 Board Date 11/13/17	1st Interim Board Date 12/11/17	12/01 - 12/31 Board Date	1/1 - 1/31 Board Date	2nd Interim Board Date	3/1 - 3/31 Board Date	04/01 - 04/31 Board Date	5/1 - 5/31 Board Date	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ -												\$ -
4	Federal Revenues	8100-8299	8,148,706			2,358,614	124,684								10,632,004
5	Other State Revenues	8300-8599	7,892,138		1,030,529	758,238	535,438	(132,656)							9,501,416
6	Other Local Revenues	8600-8799	1,605,000		3,409	14,671	27,934	285							1,551,299
7	<b>A.Total Revenues</b>		<b>\$ 16,963,573</b>	<b>\$ -</b>	<b>\$ 1,033,938</b>	<b>\$ 3,131,523</b>	<b>\$ 688,056</b>	<b>\$ (132,371)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,684,719</b>
8	Expenditures:														
10	Certificated Salaries	1000-1999	13,539,696		(24,525)	1,151,281	122,752								14,789,204
11	Classified Salaries	2000-2999	7,892,138		10,737	523,370	105,123	2,258							8,533,626
12	Employee Benefits	3000-3999	7,899,461		(2,330)	526,181	83,028	627							8,506,967
13	Books and Supplies	4000-4999	2,438,088		922,554	728,128	375,025	(815)							4,462,980
14	Services, Other Operating Expenses	5000-5999	5,841,254		179,179	1,115,737	706,330	918,434							8,760,934
15	Capital Outlay	6000-6999	15,000		90,000	213,563									318,563
16	Other Outgo	7100-7299													
17	Indirect Costs	7300-7399	365,003		(86)	121,946	45,373	(110,100)							422,136
18	<b>B.Total Expenditures</b>		<b>\$ 37,990,640</b>	<b>\$ -</b>	<b>\$ 1,175,529</b>	<b>\$ 4,380,206</b>	<b>\$ 1,437,631</b>	<b>\$ 810,404</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,794,410</b>
19															
20	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ (21,027,067)</b>	<b>\$ -</b>	<b>\$ (141,591)</b>	<b>\$ (1,248,683)</b>	<b>\$ (749,575)</b>	<b>\$ (942,775)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (24,109,691)</b>
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	\$ -												\$ -
25	E. Transfers Out	7610-7629	\$ -												\$ -
26	F. Financing Sources	8930-8979	\$ -												\$ -
27	G. Financing Uses	7630-7699	\$ -												\$ -
28	H. Flexibility Transfers	8997	\$ -												\$ -
29	I. Flexibility Transfers	8998	\$ -												\$ -
30	J. Contributions to Res. Programs	8980-8999	\$ 20,364,556			302,197		(67,594)							20,599,159
31	<b>K.Total, Other Sources/Uses</b>		<b>\$ 20,364,556</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 302,197</b>	<b>\$ -</b>	<b>\$ (67,594)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,599,159</b>
32															
33	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ (662,511)</b>	<b>\$ -</b>	<b>\$ (141,591)</b>	<b>\$ (1,248,683)</b>	<b>\$ (447,378)</b>	<b>\$ (1,010,369)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (3,510,532)</b>
34															
35	Beginning Balance		\$ 7,789,441	\$ 7,287,817	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442	\$ 7,789,442
37	Ending Balance		\$ 7,126,930	\$ 7,789,442	\$ 7,647,851	\$ 6,399,168	\$ 5,951,790	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421	\$ 4,941,421
38															

PARAMOUNT UNIFIED SCHOOL DISTRICT  
UNRESTRICTED GENERAL FUND (01)  
BUDGET REVISIONS  
2017-2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/1/17	07/01 - 08/31 Board Date 9/25/17	09/01 - 09/30 Board Date 10/23/17	10/01 - 10/31 Board Date 11/13/17	1st Interim Board Date 12/11/17	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	Final Budget
2	Revenues:														
3	Revenue Limit Sources	8010-8099	-												
4	Federal Revenues	8100-8299	746,808		(28,944)	(52,721)									666,143
5	Other State Revenues	8300-8599	5,828,777		2,783	1,911									5,828,777
6	Other Local Revenues	8600-8799	233,000												237,694
7	<b>A. Total Revenues</b>		<b>\$ 6,808,585</b>	<b>\$ -</b>	<b>\$ 2,783</b>	<b>\$ (27,033)</b>	<b>\$ (52,721)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,731,614</b>
8	Expenditures:														
9	Certificated Salaries	1000-1999	1,360,054	12,000	3,745		(58,767)								1,317,032
10	Classified Salaries	2000-2999	542,630	25,000	(5,966)										561,664
11	Employee Benefits	3000-3999	619,720	10,109	(1,974)	(12,359)									615,516
12	Books and Supplies	4000-4999	132,825	286,186	(12,886)	(22,081)	(10,000)								373,543
13	Services, Other Operating Expenses	5000-5999	4,078,538	139,091	(2,574)	47,574		10,000							4,272,629
14	Capital Outlay	6000-6999	-	7,000	(7,000)										-
15	Other Outgo	7100-7299	-	-	-	-	-	-	-	-	-	-	-	-	-
16	Indirect Costs	7300-7399	74,818	13,721	(878)	(7,189)									80,472
17	<b>B. Total Expenditures</b>		<b>\$ 6,808,585</b>	<b>\$ -</b>	<b>\$ 492,106</b>	<b>\$ (27,033)</b>	<b>\$ (52,802)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,220,856</b>
18	<b>C. Excess (Deficiency) of Revenues</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ (489,323)</b>	<b>\$ -</b>	<b>\$ 81</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (489,242)</b>
19	Other Financing Sources/Uses														
20	D. Transfers In	8910-8929	-												-
21	E. Transfers Out	7610-7629	-												-
22	F. Financing Sources	8930-8979	-												-
23	G. Financing Uses	7630-7699	-												-
24	H. Contributions to Res. Programs	8980-8999	-												-
25	<b>I. Total, Other Sources/Uses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
26	<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ (489,323)</b>	<b>\$ -</b>	<b>\$ 81</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (489,242)</b>
27	Beginning Balance		\$ 2,560,329	\$ 2,744,095	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329	\$ 2,560,329
28	Ending Balance		\$ 2,560,329	\$ 2,560,329	\$ 2,071,006	\$ 2,071,006	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087	\$ 2,071,087

PARAMOUNT UNIFIED SCHOOL DISTRICT  
UNRESTRICTED GENERAL FUND (01)  
BUDGET REVISIONS  
2017-2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/1/17	07/01 - 08/31 Board Date 9/25/17	09/01 - 09/30 Board Date 10/23/17	10/01 - 10/31 Board Date 11/13/17	1st Interim Board Date 12/11/17	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	Final Budget
2	Revenues:														
3	Revenue Limit Sources														
4	Federal Revenues	8010-8099	\$ -												\$ -
5	Other State Revenues	8100-8299	\$ -												\$ -
6	Other Local Revenues	8300-8599	\$ -												\$ -
7	A. Total Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Expenditures:														
9	Certificated Salaries	1000-1999	\$ -												\$ -
10	Classified Salaries	2000-2999	\$ -												\$ -
11	Employee Benefits	3000-3999	\$ -												\$ -
12	Books and Supplies	4000-4999	\$ -				18,700	5,000							48,700
13	Services, Other Operating Expenses	5000-5999	\$ -	25,000			5,000	(5,000)							130,000
14	Capital Outlay	6000-6999	\$ -	130,000			5,864,300								25,259,300
15	Other Outgo	7100-7299	\$ -	18,895,000											\$ -
16	Indirect Costs	7300-7399	\$ -												\$ -
17	B. Total Expenditures		\$ -	\$ 19,050,000	\$ 500,000	\$ 5,888,000	\$ 5,888,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,438,000
18															
19															
20	C. Excess (Deficiency) of Revenues		\$ -	\$ (19,050,000)	\$ (500,000)	\$ (5,888,000)	\$ (5,888,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,438,000)
21	Over Expenditures														
22															
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	\$ -												\$ -
25	E. Transfers Out	7610-7629	\$ -												\$ -
26	F. Financing Sources	8930-8979	\$ -	25,438,000											25,438,000
27	G. Financing Uses	7630-7699	\$ -												\$ -
28	H. Contributions to Res. Programs	8980-8999	\$ -												\$ -
29	I. Total, Other Sources/Uses		\$ -	\$ 25,438,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,438,000
30															
31	Net Increase (Decrease) in Fund Balance		\$ -	\$ 6,388,000	\$ (500,000)	\$ (5,888,000)	\$ (5,888,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32															
33															
34	Beginning Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Ending Balance		\$ -	\$ 6,388,000	\$ 5,888,000	\$ 5,888,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Authorization to Re-Bid Network Cabling, Authorization for Audio Visual Installations and Building Supplies, Window Purchase and Field Service Contract Increases

**BACKGROUND INFORMATION:**

The Board has previously approved the field service contract renewal for carpentry; roofing; heating, ventilation and air-conditioning (HVAC); and electrical services.

Staff seeks approval to bid the current specifications for audio/visual installations and building supplies; window purchases; network cabling; and increase the carpentry, roofing, heating, ventilation and air-conditioning (HVAC) and electrical services field service contracts for the ongoing renovation projects. At the end of the contract year, if the company has provided acceptable services and bid prices are maintained, the District may elect to renew those contracts, pursuant to the terms of the bid. Purchase orders will be issued on an individual project basis.

Further, staff requests authorization to re-bid the network cabling project.

The following current contracts will be increased:

Type of Service/Product	Vendor	Current Field Service Contract Amount	Proposed Field Service Contract Amount
Roofing	FC & Sons Roofing	\$ 1,200,000	\$ 1,500,000
Heating, Ventilation and Air Conditioning (HVAC)	South Bay Heating & Air Conditioning	\$ 1,200,000	\$ 1,500,000
Electric and related services	West Co.	\$ 500,000	\$ 1,800,000
Carpentry	REM Custom Builders, Inc.	\$ 895,000	\$ 1,100,000

**POLICY/ISSUE:**

Board Policy 3309 - Bids & Quotations

**FISCAL IMPACT:**

None

**ACTION ITEM: 4.3-A**

**STAFF RECOMMENDATION:**

Authorize the increase of field service contract for carpentry; roofing; heating, ventilation and air-conditioning (HVAC); and electrical services. Authorize the Superintendent or designee to execute all necessary documents. Authorize staff to prepare bid specifications for audio/visual installations and building supplies, window purchases and network cabling. Authorize the Superintendent or designee to advertise, review, award, and execute all necessary documents to the lowest responsive and responsible bidder(s).

**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:** December 11, 2017  
**SUBJECT:** Notice of Completion – Field Service Contract

**BACKGROUND INFORMATION:**

At the meeting of April 10, 2017, the Board of Education awarded the renewal of field service contract. 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 project is complete:

Vendor	Project Description	Contract Amount	5% Retention Amount
Universal Asphalt	Hollydale: resurface, seal, and re-stripe parking lot (Bid #3-13-14) P.O. 18-00539	\$ 20,440.00	\$ 1,022.00

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 Contract for resurfacing, sealing, and re-striping of the parking lot at Hollydale, and authorize the Superintendent or designee to file the Notice of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

**PREPARED BY:**

Cindy DiPaola, Director-Operations

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.4-A**



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Resolutions 17-15 through 17-24, Signature Authorizations

**BACKGROUND INFORMATION:**

The Governing Board of each school district shall be responsible for filing, or causing to be filed with the County Superintendent of Schools, the verified signature of each person, including members of the Governing Board, authorized to sign notices of employment, contracts and orders in its name. The Los Angeles County Office of Education requires an annual renewal of authorized signatures following the reorganization of the Board of Education each December. Resolutions 17-15 through 17-24 designate those persons who are authorized to sign documents on behalf of the District.

**POLICY/ISSUE:**

Board Policy 3326.3 - Signatures/Facsimiles

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Adopt Resolutions 17-15 through 17-24, Signature Authorizations through December 10, 2018.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.5-A**

**PARAMOUNT UNIFIED SCHOOL DISTRICT  
SIGNATURE AUTHORIZATIONS  
BOARD TERM -- 2017-2018**

**RESOLUTION 17-15**

The Board of Education of the Paramount Unified School District hereby resolves that Ruth Pérez, Superintendent; and/or Deborah Stark, Assistant Superintendent-Educational Services K-8; and/or Ryan D. Smith, Assistant Superintendent-Secondary Educational Services; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Patricia Tu, Director of Fiscal Services, shall sign manually or by facsimile, the orders drawn on funds of the Paramount Unified School District for warrants, revolving cash checks, and orders for salary payments and cafeteria checks for the period beginning December 11, 2017, and ending December 10, 2018.

**RESOLUTION 17-16**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Patricia Tu, Director of Fiscal Services; and/or Christopher Stamm, Student Nutrition Services Director, to sign all applications and reports connected with the Special School Milk Program and the National School Lunch Program for the period beginning December 11, 2017, and ending December 10, 2018.

**RESOLUTION 17-17**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Deborah Stark, Assistant Superintendent-Educational Services K-8; and/or Ryan D. Smith, Assistant Superintendent-Secondary Educational Services; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Myrna Morales, Assistant Superintendent-Human Resources; and/or Beatriz Spelker-Levi, Director of Personnel; and/or Patricia Tu, Director of Fiscal Services, to sign manually or by facsimile, employment-related notices for District personnel whose employment status has been authorized or ratified by the Board of Education, and related documents for the period beginning December 11, 2017, and ending December 10, 2018.

**RESOLUTION 17-18**

The Board of Education of the Paramount Unified School District hereby designates Ruth Pérez, Superintendent; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Deborah Stark, Assistant Superintendent-Educational Services K-8; Ryan D. Smith, Assistant Superintendent-Secondary Educational Services; and/or Renee Jeffrey, Director of K-5 Schools and Innovative Programs; and/or Manuel San Miguel, Director of Student Services/ Alternative Education; and/or Gregoire Francois, Director of Secondary Education/CTE and Instructional Technology; and/or David Daley, Director of

Special Education; and/or Margarita Rodriguez, Director of Research and Evaluation, as authorized representatives for the purpose of furnishing information to the United States of America, and/or to the State of California, such information, data, documents as pertain to the application for funds under the provisions of any and all federal- and state-connected projects and subsequent amendments to such projects. Certified copies of this resolution shall be included as a part of any application for funds to be submitted to the United States of America or the State of California in connection with any and all federal and state projects for the period beginning December 11, 2017, and ending December 10, 2018.

#### **RESOLUTION 17-19**

The Board of Education of the Paramount Unified School District hereby authorizes the continuation of a Cash Clearing Account. The checks will be preprinted for payment to the Treasurer, County of Los Angeles. The authorized signatories of this account will be Ruth Pérez, Superintendent; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Patricia Tu, Director of Fiscal Services, during the period beginning December 11, 2017, and ending December 10, 2018.

#### **RESOLUTION 17-20**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent, and/or Ruben P. Frutos, Assistant Superintendent-Business Services, to invest surplus cash in U.S. Treasury Bills at their discretion. It is understood that a report will be made on interest rates of return on the investments as they mature and that an annual report will be presented to the Board of Education for the period beginning December 11, 2017, and ending December 10, 2018.

#### **RESOLUTION 17-21**

The Board of Education of the Paramount Unified School District hereby authorizes Ruth Pérez, Superintendent; and/or Ruben P. Frutos, Assistant Superintendent-Business Services; Cynthia A. DiPaola, Director of Operations; and/or Roger Ramirez, Assistant Director of Operations, to sign manually or by facsimile, all purchase orders and/or documents relating to purchase orders, including the purchase of fuel through the Los Angeles Procurement Division, during the period beginning December 11, 2017, and ending December 10, 2018.

#### **RESOLUTION 17-22**

The Board of Education of the Paramount Unified School District hereby authorizes the reimbursement of the Cash Revolving Fund for awards, plaques, and certificates made to members of the staff of the Paramount Unified School District and students who participate as an advisory group to the Board of Education during the period beginning December 11, 2017, and ending December 10, 2018.

**RESOLUTION 17-23**

The Board of Education of the Paramount Unified School District hereby authorizes Ruben P. Frutos, Assistant Superintendent-Business Services; and/or Patricia Tu, Director of Fiscal Services; and/or Yolanda Calderon, Assistant Director of Fiscal Services, to approve vendor payments through the PeopleSoft and SmarteFinance systems during the period beginning December 11, 2017, and ending December 10, 2018.

**RESOLUTION 17-24**

The Board of Education of the Paramount Unified School District hereby resolves that in the out-of-district absence of the Superintendent from December 11, 2017, through December 10, 2018, the Assistant Superintendent-Educational Services K-8 shall act as Superintendent. The Board further resolves that in the out-of-district absence of both the Superintendent and the Assistant Superintendent-Educational Services K-8, the Assistant Superintendent-Human Resources shall act as Superintendent. The Board further resolves that in the out-of-district absences of the Superintendent, the Assistant Superintendent-Educational Services K-8, and the Assistant Superintendent-Human Resources, the Assistant Superintendent-Business Services shall act as Superintendent. The Board further resolves that in the out-of-district absences of the Superintendent, the Assistant Superintendent-Educational Services K-8, the Assistant Superintendent-Human Resources, and the Assistant Superintendent-Business Services, the Assistant Superintendent-Secondary Educational Services shall act as Superintendent.

BE IT, THEREFORE, RESOLVED, that this Governing Board is hereby establishing the District Signature Authorizations for the 2017-2018 Board term year.

ADOPTED this 11th day of December, 2017.

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Vice President of the Board

\_\_\_\_\_  
Member of the Board

\_\_\_\_\_  
Member of the Board

\_\_\_\_\_  
Member of the Board

\_\_\_\_\_  
Ruth Pérez, Secretary to the Board

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Revised Board Policy 3515 – Safety

**BACKGROUND INFORMATION:**

To enhance safety and security, District campuses and facilities have implemented the use of surveillance systems, including cameras. In view of public interest surrounding safety concerns, California School Boards Association (CSBA) developed Board Policy recommendations for school districts to consider when implementing surveillance systems on District property.

The policy provides staff with the necessary guidance on the appropriate placement and location of cameras and how captured images are to be processed in accordance with applicable laws and regulations

**POLICY/ISSUE:**

Government Code 3540-3549.3 51202	SB-160 Instruction in Personal and Public Health and Safety
<u>Education Code 32020</u> <u>32211</u>	<u>Access gates</u> <u>Threatened disruption or interference with classes</u>
<u>32280-32288</u> <u>35160</u> <u>35160.1</u>	<u>School safety plans</u> <u>Authority of governing boards</u> <u>Broad authority of school districts</u>
<u>38000-38005</u> <u>49050-49051</u> <u>49060-49079</u>	<u>Security patrols</u> <u>Searches by school employees</u> <u>Student records</u>

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Accept for second reading and adopt proposed revised Board Policy 3515 – Safety, which reflects changes to state and federal laws and regulations.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.6-A**

## CURRENT POLICY

### Non-Instructional Operations

3515

#### Safety

The governing board shall establish a safety committee to address the requirements of both the State Safety and Health Standards Board and employer-employee contracts.

The purpose of the safety committee is to make recommendations for correction of unsatisfactory health and safety conditions.

(cf. 4147.1/4247.1)

Legal Reference: Government Code  
3540-3549.3 SB-160  
51202 Instruction in Personal and Public  
Health and Safety

## PROPOSED REVISED POLICY

### Business and Non-Instructional Operations

BP 3515(a)

### Safety and Security

~~The governing board shall establish a safety committee to address the requirements of both the State Safety and Health Standards Board and employer-employee contracts.~~

~~The purpose of the safety committee is to make recommendations for correction of unsatisfactory health and safety conditions.~~

(cf. 4147.1/4247.1)

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft. To further the Board's objective, the School District's Safety Planning Committee shall meet as appropriate and/or deemed necessary to develop, implement and review District and building level safety practices.

### Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the District achieve its goals for campus security. In consultation with the Safety Planning Committee and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Audio recordings shall not be utilized by School District officials for surveillance purposes; such prohibition does not preclude the use of audio recordings by law enforcement officials as authorized by law.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur and shall state whether the District's system is actively monitored by school personnel. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the District's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate. Any video recording used for surveillance purposes in school buildings, school transportation vehicles and/or on school property

PROPOSED REVISED POLICY

Business and Non-Instructional Operations

BP 3515(b)

Safety and Security

shall be the sole property of the District.

To the extent that any images from the District's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Legal Reference: Government Code

3540-3549.3

SB-160

51202

Instruction in Personal and Public  
Health and Safety

Education Code

32020

Access gates

32211

Threatened disruption or interference with  
classes

32280-32288

School safety plans

35160

Authority of governing boards

35160.1

Broad authority of school districts

38000-38005

Security patrols

49050-49051

Searches by school employees

49060-49079

Student records

Policy

Adopted: 1-25-83

PARAMOUNT UNIFIED SCHOOL DISTRICT

Paramount, California



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Reissuance of Warrant After Expiration of the Valid Period

**BACKGROUND INFORMATION:**

District Employee No. XXX-XX-9598 has requested reissuance of an expired pay warrant. The Los Angeles County Office of Education requires a separate Board action to authorize the issuance of warrants beyond four years from the date of original issuance.

**POLICY/ISSUE:**

None

**FISCAL IMPACT:**

\$278.87 – General Fund

**STAFF RECOMMENDATION:**

Approve the reissuance of the warrant after expiration of the valid period.

**PREPARED BY:**

Patricia Tu, Director-Fiscal Services

**DISTRICT PRIORITY 5:**

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

**ACTION ITEM: 4.7-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** Approval of Online Software Services Agreement with BenTek, Inc., and Option to Approve an Affordable Care Act Service Agreement

**BACKGROUND INFORMATION:**

BenTek, Inc. will provide online software services relating to benefits enrollment for the District, with an option to approve software which tracks medical benefits availability and requirements for such data as prescribed by the Federal Government.

**POLICY/ISSUE:**

Board Policy 4126 - Consultants

**FISCAL IMPACT:**

Not to exceed \$40,000 from General Funds

**STAFF RECOMMENDATION:**

Approve the online software services agreement with BenTek, Inc., and an Option to Approve an Affordable Care Act Service Agreement. Authorize the Superintendent or designee to execute all necessary documents.

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.8-A**

## BENTEK<sup>®</sup> MASTER SOFTWARE AS A SERVICE AGREEMENT FOR END USERS

This Agreement (“Master Agreement”) dated \_\_\_\_\_, 2017 (“Effective Date”) by and between BenTek, Inc., a Florida corporation with a principal place of business at 11505 Fairchild Gardens Avenue, Suite 102, Palm Beach Gardens, FL 33410 (“BenTek”) and Paramount Unified School District, with a principal place of business located at \_\_\_\_\_ (“Customer”).

### WHEREAS:

1. BenTek is in the business of developing, licensing, supporting and hosting software applications for employee benefits enrollment and administration, the SaaS Solution (as defined below).
2. BenTek agrees to provide to the Customer and the Customer agrees to accept a license to use for its own internal business purposes only the SaaS Solution (as defined below) from BenTek as specified in Composite Exhibit A to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

### 1. **Definitions.**

(a) “Customer Data” means all electronic data or information submitted by Customer to the SaaS Solution.

(b) “End Users” means individuals who are authorized by Customer to use the SaaS Solution, for whom subscriptions to the SaaS Solution have been purchased and who have been supplied user identifications and passwords by Customer (or by BenTek at Customers request) and who may only access and use the SaaS Solution so long as they receive employee benefits coverage through programs provided by the Customer.

(c) “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

(d) “Order Form” means the ordering documents for purchases of subscriptions hereunder, in the form of attached Composite Exhibit A, including addenda thereto, that are entered into between Customer and BenTek from time to time. Order Forms shall be deemed incorporated herein by reference.

(e) “Professional Services” means the services provided by BenTek under the terms of the BenTek Professional Services Agreement (“PSA”) which are subject to a fee and which include assisting the Customer in populating the SaaS Solution with Customer Data.

(f) “SaaS Solution” means the online, Web-based applications and platform provided by BenTek via <http://www.mybentek.com> and/or other designated websites as described in the User Documentation, that are ordered by Customer under an Order Form, including associated offline components.

(g) “Third Party Payor” means the entity, AFLAC, INC. (“AFLAC”), who has assumed responsibility for paying on behalf of Customer the License Fees due under this Agreement and who has indicated its acceptance of the payment terms by signing this Agreement and the applicable Composite Exhibit A for each subscription order. If no Third-Party Payor has signed this Agreement and the applicable Composite Exhibit A, then Customer is responsible for payment.

(h) "Tools" is defined as the scripts, software, and utilities which BenTek may use to monitor and administer the SaaS Solution and to help resolve support requests.

(i) "User Documentation" means the online user guide for the Services, accessible via <http://www.mybentek.com> and/or other designated websites as described in the User Documentation as updated from time to time.

## 2. License to the SaaS Solution.

(a) **Grant and Scope of License.** BenTek grants to Customer and Customer accepts a personal, non-transferable, limited, non-exclusive, worldwide, license, to access and use the SaaS Solution for its internal business purposes only during the term of this Agreement. This license automatically terminates upon Customer's breach of section 2(a) or 2(e).

(b) **License Fees.** Customer (or Third Party Payor, if applicable, as provided in Section 1(g)) agrees to pay the license fees as specified in attached Composite Exhibit A on the terms and conditions contained in this Agreement.

(c) **Subscriptions for End Users.** Licenses for use of the SaaS Solution are purchased as subscriptions for specific End Users. Subscriptions for End Users are for designated End Users and cannot be shared or used by more than one End User but may be reassigned to new End Users replacing former End Users who no longer access the Services, so long as Customer (i) provides prior written notice to BenTek and (ii) Customer (or if applicable Third Party Payor) is current in all of its payment obligations.

(d) **Provision of SaaS Solution.** BenTek shall: (i) provide to Customer basic support for the SaaS Solution at no additional charge, and/or upgraded support if purchased separately, (ii) use reasonable commercial efforts to make the Services available 24 hours a day, 7 days a week, except for: (1) planned downtime, in which event BenTek shall give at least 8 hours notice via the Services and which BenTek shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (2) any unavailability caused by circumstances beyond BenTek's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

(e) **Customer's Use of SaaS Solution.** Customer shall (i) be responsible for all End Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and non-infringement of Customer Data and the means by which Customer acquired Customer Data, (iii) use reasonable commercial efforts to prevent unauthorized access to or use of the SaaS Solution, and notify BenTek promptly of any such unauthorized access or use, and (iv) use the SaaS Solution only in accordance with the terms of this Agreement, the User Documentation and applicable laws and government regulations. Customer shall not (1) make the SaaS Solution available to anyone other than End Users, (2) modify, adopt, translate, reproduce, enhance, copy, or use the SaaS Solution in a manner that is illegal or violates the terms of this Agreement, (3) use the SaaS Solution to store or transmit material which is infringing, libelous, defamatory, tortious, unlawful, or violates privacy rights or data security regulations, (4) use the SaaS Solution to store or transmit Malicious Code, (5) interfere with or disrupt the integrity or performance of the SaaS Solution or third-party data contained therein, (6) gain or attempt to gain unauthorized access to the SaaS Solution or their related systems or networks, (7) intentionally cause excessive or unwanted traffic or resource consumption on the related systems or network, access data not intended for the Customer, log into a server or account that the Customer is not authorized to access, attempt to probe, scan or test the vulnerability of the SaaS Solution, any system or the network or to breach the security or

authentication measures, or (8) decompile, reverse engineer or otherwise obtain the source code of the SaaS Solution (each of the enumerated subparagraphs of this section 2(e) a “Prohibited Act”).

3. **License to Customer Data.** Customer hereby grants to, and BenTek hereby accepts a world-wide, royalty-free, and non-exclusive, license to use the Customer Data to perform its obligations during the term of this Agreement.

4. **Fees and Taxes.**

(a) **Fees.** As consideration for the providing the SaaS Solution under this Agreement, the Customer (or Third Party Payor if applicable) agrees to pay to BenTek the various fees (collectively, the "Fees") set out in an order form (Composite Exhibit A hereto) and in accordance with the terms and conditions set out therein. The Customer's access to the SaaS Solution is contingent upon the Customer's performance of its obligations under this Agreement including, without limitation, the payment of all Fees, subject only to a Third-Party Payor's assumption of the payment obligations. If any amount owing by Customer (or Third Party Payor if applicable) under this or any other Agreement is 30 days or more days overdue, BenTek may, without limiting its other rights and remedies, suspend Customer's access to the SaaS Solution until such amounts are paid in full; provided however that BenTek shall not exercise its rights of suspension if the Customer has reasonably and in good-faith disputed such charges and is cooperating diligently and in good-faith to resolve the dispute.

(b) **Taxes.** The Customer (or Third Party Payor if applicable) shall be responsible for all sales, use, value added, or other taxes or duties, as applicable, payable with respect to the SaaS Solution, Professional Services, or otherwise arising out of or in connection with this Agreement, other than BenTek's income taxes. If BenTek pays such taxes on the Customer's behalf, the Customer (or Third Party Payor if applicable) agrees to reimburse BenTek for such payment immediately upon demand. If any tax in the nature of withholding tax is payable on any sums payable to BenTek under this Agreement, the Customer (or Third Party Payor if applicable) shall pay BenTek such amount as is necessary to ensure that the net amount received by BenTek after such withholding shall be equal to the amount originally due.

5. **Professional Services.**

BenTek's provision of Professional Services are governed by the terms of the PSA.

(c) The Customer shall be responsible for furnishing BenTek with all information mutually determined by BenTek to be necessary for the performance of the Support and Professional Services to be provided by BenTek as specified in this Agreement and the PSA.

6. **Ownership.**

(a) Subject to the provisions of Section 7 hereof, BenTek owns all intellectual property rights, including without limitation, copyrights, patents, trade secrets, moral rights, in and to the support, Tools, and SaaS Solution, including all modifications, changes, enhancements, or additions thereto. The Customer agrees that, except for the purchase of subscriptions for End Users to access the SaaS Solution in this Agreement, nothing in this Agreement gives the Customer any right, title or interest in, to or under any of the software, network, systems, or any intellectual property rights therein. To the extent of any such interest accruing to the Customer and/or its End Users notwithstanding the provisions hereof may constitute "work for hire", the Customer hereby agrees to assign (and shall cause its End Users to assign) and, upon its creation, does hereby assign to BenTek the ownership of such intellectual property absolutely, and all patent and intellectual property rights therein.

(b) BenTek shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights and all other intellectual property rights throughout the world relating to any and all suggestions, enhancement requests, recommendations, or feedback provided by Customer and End Users relating to or arising out of the Tools, SaaS Solution, and support. Customer for itself hereby makes, and shall cause End Users to make, all assignments necessary to accomplish the foregoing ownership. Customer shall itself, and shall cause End Users, to further assist BenTek, at BenTek's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Customer hereby irrevocably designates and appoints BenTek as its agents and attorneys-in-fact to act for and in Customer's and its End Users' behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Customer and End User.

## 7. **Customer Data.**

(a) **Protection of Customer Information.** BenTek acknowledges and agrees that any Customer Information, in whatever form, stored and/or processed on the network or systems hosting the SaaS Solution, is and shall remain the sole property of the Customer. BenTek agrees that it will not use any Customer Data for any purpose other than to perform its obligations under this Agreement. BenTek agrees that either (i) upon request of and as directed by the Customer, or (ii) upon the termination of this Agreement, BenTek shall either destroy or return such Customer Data to the Customer in a standard file format as BenTek may reasonably determine. BenTek shall take or cause to be taken the same efforts it exercises in protecting the security of its information, but in no event, shall BenTek exercise less than commercially reasonable precautions to protect the security of Customer Data.

(b) **Regulation of Customer Data.** The Customer acknowledges and agrees that the Customer and its End Users or its agents will be solely and exclusively responsible for the collection and provision of all Customer Data including, without limitation, identifiable personal data regarding the Customer's employees, End Users, or other individuals. The Customer shall not and shall not permit its End Users or agents to provide BenTek with Customer Data or other data that constitutes a Prohibited Act hereunder. The Customer acknowledges and agrees that BenTek is under no obligation to review Customer Data to ensure either its accuracy or its compliance with the terms and conditions of this subsection.

(c) **Unauthorized Access.** BenTek shall in no way be held liable for any loss of data or other claims to the extent the same arise from unauthorized access to the systems, network, or SaaS Solution by obtaining a user name or password caused by a negligent or willful act of the Customer, its End Users, or agents.

(d) **Business Associate Agreement.** If Customer or a Third Party authorized by Customer provides health information to BenTek to perform any services pursuant to this Agreement, and to the extent that such health information constitutes Personal Health Information ("PHI") as that term is defined in the Business Associate Agreement attached hereto as Exhibit B ("BAA"), then the terms of the BAA shall also apply with respect to such PHI.

## 8. **Confidentiality.**

(a) **Definition.** For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, the following: any documentation and other tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications, source code, object code, diagrams, flow charts, procedures and "know-how" comprising all or any portion of a computer program, strategic and development plans or concepts, financial information, business plans, marketing plans, sales plans, marketing and sales strategies, data, business records, project records, market reports, Customer Data, employee lists and business manuals, policies and procedures,

information relating to products, processes, technologies or theory and all other information which may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party may be provided access by a Disclosing Party, or others, in accordance with this Agreement, or which is generated by the Disclosing Party as a result of or in connection with bona fide business purposes of the Disclosing Party, which is not generally available to the public.

(b) **Obligation of Confidentiality.** The Receiving Party covenants and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party covenants and agrees:

(i) to protect and safeguard the Disclosing Party's Confidential Information against unauthorized use, publication or disclosure;

(ii) not to use any of the Disclosing Party's Confidential Information except as required for its performance under this Agreement;

(iii) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Disclosing Party's Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Agreement;

(iv) to restrict access to the Disclosing Party's Confidential Information to those of its officers, directors, agents, attorneys, consultants, employees, contractors and partners who clearly and demonstrably need such access to fulfill its obligations under this Agreement;

(v) to advise in writing each of the persons to whom it provides access to any of the Disclosing Party's Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Disclosing Party's Confidential Information, and, upon the request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons; and

(vi) to comply with any other reasonable security measures requested in writing by the Disclosing Party.

(c) **Exceptions to Confidentiality Provisions.** The foregoing confidentiality obligations do not apply:

(i) to the extent that the Confidential Information is or becomes generally available to the public other than as a result of a breach of this Agreement or any other obligation of confidentiality;

(ii) if the other party is directly ordered by a court or other governmental authority to disclose all or any part of the Confidential Information, provided, however, that the party so ordered will give prompt notice to the other of any such order, or of any legal or governmental proceeding that might result in such an order, and will not disclose any Confidential Information until the other party has been provided with a reasonable opportunity to limit or prevent such disclosure.

(d) **Remedies for Breach.** Each party acknowledges that any unauthorized disclosure or use of Confidential Information may cause immediate and irreparable harm to the other, for which damages may not be an adequate remedy, and as such, each party shall, in addition to any other rights or remedies it may have in law or equity under this Agreement or otherwise, be entitled to injunctive relief.

(e) **Return of Confidential Information.** Each of the parties agrees that immediately upon request by the other, and in any event, immediately upon termination or expiration of this Agreement, it shall deliver and return to the other all copies of Confidential Information (including all copies thereof, in any form whatsoever) disclosed and/or in its possession, care or control.

## 9. WARRANTIES AND DISCLAIMERS.

(a) **LIMITED WARRANTY.** BenTek warrants that (i) the SaaS Solution and Tools shall perform substantially in accordance with the User Documentation; (ii) BenTek owns the SaaS Solution and Tools and/or has the express authority to license the SaaS Solution and Tools; (iii) as of the Effective Date, there are no known claims of infringement by the SaaS Solution or Tools. For any breach of the warranty in section 9(a)(ii) and/or (iii), BenTek's entire liability and Sublicensor's sole and exclusive remedy is provided in section 15(a) and (c) below. For any breach of the warranty in section 9(a)(ii) and/or (iii), BenTek's entire liability and Customer's sole and exclusive remedy is provided in section 15(a) and (c) below. For any breach of the warranty in section 9(a)(i), BenTek's entire liability and Customer's sole and exclusive remedy is at BenTek's option, either (1) to exercise reasonable efforts to correct such non-conformity in a manner determined by BenTek, within 5 business days of receiving written notice from Customer describing the non-conformity in reasonable detail; or (2) replace the SaaS Solution or Tools containing the non-conformity, or (3) refund, pro-rata the fees received by BenTek for the SaaS Solution or Tools containing the non-conformity, in which case the specific Order Form (Exhibit A) which corresponds to the subscriptions for the non-conforming SaaS Solution shall automatically terminate upon the pro rata refund of fees paid for such subscriptions.

(b) **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

(c) **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, BENTEK DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW WITH REGARD TO THE SAAS SOLUTION, SUPPORT, AND ANY TOOLS WHICH MAY BE SOLD, LICENSED OR PROVIDED, INCLUDING THOSE AT NO COST, PURSUANT TO THIS AGREEMENT.

## 10. Security.

(a) The Customer agrees that the Customer is solely responsible for (i) the confidentiality of all Customer and End User passwords and all use or charges incurred from use of the SaaS Solution, Professional Services, and support accessed from BenTek with the Customer's and End Users' passwords, and (ii) the content of all visual, written or audible communications using the Customer's account. Although BenTek is not responsible for any such communications, BenTek may suspend any such communications of which BenTek is made aware of, at any time, and BenTek shall provide prompt notice thereof to the Customer. The Customer agrees that the Customer and Users will not use the SaaS Solution, Professional Services, Tools, support, related systems and network in a manner that constitutes a Prohibited Act.

## 11. Term and Termination.

(a) **Term.** This Agreement commences on the Effective Date and continues until all subscriptions for End



Users granted in accordance with this Agreement have expired or been terminated. Subscriptions for End Users commence on the start date specified in the applicable Order Form (Exhibit A) and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all End User subscriptions shall automatically renew for additional periods equal to the then-expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 90 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless BenTek provides written notice of a pricing increase at least 90 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

(b) **Renewal.** This Agreement shall be automatically renewed for additional one (1) year periods (a "Renewal Term") on the same terms and conditions as provided herein (or as may be otherwise negotiated between the parties) unless either party notifies the other in writing at least 90 days prior to the end of the Term or a Renewal Term, as the case may be, that it has elected to terminate this Agreement, in which case the Agreement shall terminate at the end of the relevant Term.

(c) **Termination.** This Agreement may be terminated by either party upon the occurrence of any of the following events, which shall be deemed to be a breach of the terms of this Agreement:

(i) there is a material breach of this Agreement; provided that the party terminating this Agreement shall first have given prior written notice to the other of its intent to terminate, together with details of the default causing the termination, and the party receiving such notice shall have been given 20 days to cure any such default;

(ii) if either party ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(iii) if any proceeding is taken with respect to a compromise or arrangement, or to have either party declared bankrupt or wound up, or to have a receiver appointed with respect to any part of the assets of a party, or if any encumbrancer takes possession of any part thereof and such proceeding is not dismissed within 60 days of such proceeding being initiated, and with respect to any encumbrancer, any default has not been cured within 60 days of the occurrence of such default; or

(iv) BenTek may, at its sole option suspend the Customer's access to the Software, Support, Services, System and/or Network, and/or terminate this Agreement immediately and take any remedial action under any applicable law:

A. In the event that any Customer Data constitutes or may reasonably be considered to constitute a Prohibited Act hereunder; or

B. The Customer, its End Users or its agent commits or suffers to be committed a Prohibited Act hereunder.

(d) **Events Upon Termination.** Upon termination of this Agreement:

(i) the Customer (or if applicable Third Party Payor) shall pay to BenTek all amounts outstanding and owing to the effective date of termination upon receipt of a final invoice from BenTek;

(ii) each of the parties shall deliver or destroy all Confidential Information of the other, which is in

its possession, care, or control to the other as provided in Section 8(e);

(iii) each of the parties shall release the other from all obligations under this Agreement, save and except for obligations accrued and owing up to the effective date of termination and those obligations which survive as provided in section 11(d)(iv);

(iv) the provisions in Section 5, 6, 7, 8, 9, 10, 11(d), 13, 14, 15, 16, 17(j), (k), (l), and (m) of this Agreement shall continue in force following termination of this Agreement.

12. **Inspection Right.** During normal business hours during the Term or any Renewal Term, BenTek or its authorized representative, shall have the right, upon reasonable advance written notice, to audit and inspect the Customer's utilization of the Software and/or Services via accessing the Customer's accounts, in order to verify compliance with the terms and conditions of this Agreement. BenTek shall be solely responsible for the cost and expenses of such audit; however, if Customer is not in compliance with this Agreement, then Customer shall be liable for the cost and expenses of the audit.

13. **Access.** BenTek shall have the right to access the Software, Systems and Network for purposes of maintenance, support, administration, invoicing and inspection, as reasonably necessary in its sole discretion.

#### 14. **LIMITATIONS OF LIABILITY, DAMAGES, AND CAUSE OF ACTION**

(a) **Limited Liability.** Excluding any breach by Customer of Sections 2(a), 2(e), 6, or any breach by either party of its obligations under Section 8 or Section 15 hereof, neither party, its directors, officers, employees and agents shall in any event be liable for any loss, injury, cause of action (whether in contract, tort (including negligence) or otherwise), liability or damage of any kind with respect to the support, Tools, the SaaS Solution, or otherwise under this Agreement, as the case may be, in excess of the Fees paid or payable by Customer to BenTek in the applicable Term or Renewal Term under this Agreement in which the event giving rise to liability occurred. Without limiting the generality of the foregoing, BenTek shall in no event be liable for any loss of business, lost profits, lost data, or failure of security resulting in any way from the Customer or the Customers' use of the support, Tools, and/or the SaaS Solution, without limitation, any errors or omissions, any content, any delay or failure of performance, data loss, security breaches, scheduled or unscheduled, downtime, any data/loss of files caused by delays, non-deliveries or wrong deliveries, accuracy or quality of information accessed through the Support, Tools, SaaS Solution, or the unavailability or interruption of the support, Tools, the SaaS Solution, or the Professional Services caused by BenTek, the Customer, any third party agent of BenTek or the Customer, an act of God or power line failure or otherwise. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCLUDING ANY BREACH BY CUSTOMER OF SECTIONS 2(a), 2(e), 6, OR ANY BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 8 OR SECTION 15 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORESEEABLE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE FOREGOING, REGARDLESS OF ANY PARTY'S NEGLIGENCE OR FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **LIMITATION OF DAMAGES.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN

**CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$1,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR BREACH OF SECTION 2(a) (GRANT AND SCOPE OF LICENSE) AND/OR 2(e) (CUSTOMER'S USE OF SAAS SOLUTION), CUSTOMER'S (OR IF APPLICABLE THIRD PARTY PAYOR'S) PAYMENT OBLIGATIONS UNDER SECTIONS 4 (FEES AND TAXES), SECTION 15 (INDEMNIFICATION), AND BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8.**

**(c) NO ACTION AGAINST EITHER PARTY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, REGARDLESS OF FORM (INCLUDING NEGLIGENCE), ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT, USE OF THE SOFTWARE OR IN ANY OTHER WAY RELATED TO THIS AGREEMENT AS OUTLINED ABOVE MAY BE BROUGHT BY THE OTHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.**

#### **15. Indemnification for Intellectual Property Claims.**

**(a) Indemnification of Customer.** BenTek shall indemnify Customer against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Sublicensor in the by third parties alleging that Customer's and/or its End Users' use of the SaaS Solution or Tools infringes any United States patent, a copyright or trade secret, provided that such indemnity shall not apply if the alleged infringement results from use of the SaaS Solution or Tools other than in their respective unaltered forms as supplied by BenTek or unlicensed activities or use not in compliance with this Agreement, and so long as Customer promptly notifies BenTek in writing of any such claim and BenTek is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Customer. Customer shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to BenTek may settle any claim on a basis requiring BenTek to substitute for the SaaS Solution or Tools alternative substantially equivalent non-infringing software and services. In the event Customer's continued use of any SaaS Solution or Tools is prohibited by reason of infringement or misappropriation of a valid United States patent, copyright, trademark, or trade secret, or if infringement is likely in BenTek's opinion, BenTek may, at its sole option and at its expense, obtain the rights to continued use of any such SaaS Solution or Tools; replace or modify such SaaS Solution or Tools so that they are no longer infringing; or terminate the license to the SaaS or Tools involved and issue a pro rata refund to the Customer.

**(b) Indemnification of BenTek.** Customer shall indemnify, defend, and hold BenTek harmless from and against any third party claim, suit, or proceeding, brought against BenTek based on a claim that (i) the use or transfer of any SaaS Solution or Tools which is not in compliance with the terms of this Agreement constitutes an infringement, violation, or misappropriation of a United States patent, copyright, trademark, trade secret, or other intellectual property; (ii) the use of any SaaS Solution or Tools delivered hereunder and modified, altered or combined with any equipment, device or software not supplied by BenTek hereunder and (iii) BenTek's conformity and attempted conformity with the specifications provided by Customer constitutes an infringement of any United States patent, copyright, trademark, or trade secret because of such modification, alteration conformity, attempted conformity, or combination so long as BenTek promptly notifies Customer in writing of any such claim and Customer is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on BenTek or a restriction on its ability to continue to develop, market and support the SaaS Solution or Tools. BenTek shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Customer.

(c) THE PROVISIONS OF THIS SECTION 15 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE INDEMNIFYING PARTY TO THE INDEMNIFIED PARTY, AND IS THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

16. **Additional Indemnification of BenTek.** The Customer agrees to indemnify and hold harmless BenTek and its officers, directors, shareholders, employees, agents, and contractors from and against any and all BenTek Claims (as hereafter defined) arising from any Prohibited Act as well as those arising from Customer's (or Third Party Payor's if applicable) failure to pay license fees. Customer acknowledges that BenTek may terminate Customer's and its End Users' use of the SaaS Solution if after written notice, Customer (or Third Party Payor if applicable) fails to pay the license fees due and owing. "Claim" shall mean all losses, liabilities, damages, claims, taxes, and all related costs and expenses, including, without limitation, reasonable attorneys' fees and costs of investigation, litigation, settlement, judgment, interest and penalties.

17. **General Provisions.**

(a) **Additional Subscriptions for the SaaS Solution and Support.** All Fee changes and agreements as to the provision of additional subscriptions for the SaaS Solution and support to the Customer by BenTek, from time to time, shall be appended hereto as amended or additional Exhibits and shall be subject to the terms and conditions hereof.

(b) **Entire Agreement.** This Agreement, inclusive of the Exhibits and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, covenants, arrangements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of this Agreement and any Exhibit now or hereafter appended hereto, the terms of the applicable Exhibit shall govern to the extent necessary to remedy such inconsistency.

(c) **Marketing.** Customer hereby grants to BenTek and BenTek accepts a world-wide, royalty free, and non-exclusive license to use the Customer's name, trademarks and trade names ("Customer Marks") to identify the Customer as a customer of BenTek on BenTek's website, and for use of such Customer Marks in BenTek's corporate, promotional and marketing literature.

(d) **Relationship of Customer and BenTek.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties; no party is by virtue of the Agent authorized as an agent, employee or agent representative of the other party.

(e) **Non-Exclusivity.** Nothing in this Agreement will be construed to prevent BenTek from marketing, licensing, selling or otherwise providing the SaaS Solution and Professional Services or any aspects of BenTek's technology or services to any third party.

(f) **Modifications.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto.

(g) **Waiver.** Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

(h) **No Assignment.** This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer without the prior written consent of BenTek. Any transfer by merger, consolidation, or liquidation shall constitute an assignment for purposes of this Agreement. BenTek may transfer or assign its rights and obligations hereunder in the event of a change in ownership or control.

(i) **Inurement.** This Agreement shall be binding upon and shall inure to the benefit of BenTek and the Customer and each of their successors and permitted assigns.

(j) **No Third-Party Beneficiaries.** Notwithstanding the substitution of a Third-Party Payor for the Customer as an obligor of the payment obligations hereunder, it is not intended for the Third-Party Payor or any other third party to be a beneficiary to this Agreement.

(k) **Governing Law.** The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located within Palm Beach County, Florida.

(l) **Notices.** Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

- (i) to BenTek, at:  
11505 Fairchild Gardens Avenue, Suite 102  
Palm Beach Gardens, Florida 33410  
Attn: Chief Financial Officer  
Facsimile: (561) 626-6970  
Email: [contracts@gehringgroup.com](mailto:contracts@gehringgroup.com)  
Email: [kate.grangard@gehringgroup.com](mailto:kate.grangard@gehringgroup.com)

With a copy to (which shall not constitute notice):  
Albert B. Maggio, Jr., P.A.  
CRGO Law  
7900 Glades Road  
Suite 520  
Boca Raton, Florida 33434

- (ii) to the Customer, at:  
Customer Name: \_\_\_\_\_  
Customer Address: \_\_\_\_\_  
Customer Address: \_\_\_\_\_  
Customer Contact Name \_\_\_\_\_  
Customer Facsimile: \_\_\_\_\_  
Customer Email Address: \_\_\_\_\_

All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile, on the business day following the date of dispatch or the date

of transmission, as the case may be. Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.

(m) **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

(n) **Facsimile Transmission.** This Agreement may be executed and delivered by facsimile or other electronic means of transmission, and upon receipt such transmission shall be deemed delivery of an original. Within a reasonable time after such electronic delivery, the party executing the document shall mail or deliver an originally signed copy of such document to the other party.

(o) **Counterparts.** This Agreement may be executed in several counterparts each of which when executed shall be deemed to be original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.

(p) **Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties or governmental action, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

BENTEK, INC.

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

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

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

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

PARAMOUNT UNIFIED SCHOOL DISTRICT

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

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

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

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

AFLAC, INC. (AFLAC)

Agrees to be bound by the provisions of Sections 2(b), 4(a)-(b), and 17(a) only.

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

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

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

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

**EXHIBIT A-1  
ORDER FORM FOR SAAS SOLUTION  
ADDENDUM TO THE MASTER SOFTWARE AS A SERVICE AGREEMENT  
BETWEEN BENTEK, INC. AND PARAMOUNT UNIFIED SCHOOL DISTRICT ("CUSTOMER")**

This Exhibit A-1 BenTek Order Form for SaaS Solution between BenTek, Inc. ("BenTek") and Paramount Unified School District ("Customer") is effective as of the date of execution by BenTek ("Services Effective Date"). This is an Exhibit to the Master Software as a Service Agreement between BenTek and Customer ("Master SaaS Agreement"), the terms of which are incorporated herein.

**1. Customer.** The legal name, address, contact person, telephone number and e-mail address of the Customer:

Legal Name: **Paramount Unified School District**

Address: \_\_\_\_\_  
 \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**2. SaaS Solution.** Customer orders the following annual subscriptions to the SaaS Solution and agrees to pay the corresponding fees associated with the license:

<b>Description</b>	<b>User (Group)</b>	<b>Fee</b>
BenTek Employee Benefits Enrollment & Administration System	Paramount Unified School District	Fee to be paid by Third Party Payor, AFLAC

**3. Subscription Term.** The term for the subscription for SaaS Solution is Three (3) years.

**4. Fees.** Pursuant to Section 3 of the Master SaaS Agreement, following are the payment terms for the SaaS Solution:

An implementation fee is due and payable in advance. Payment obligations are non-cancelable and fees paid are non-refundable. If SaaS Solution Fees are based upon the number of subscriptions for Users and not a fixed fee, the number of subscriptions for Users purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.



**5. Support.** So long as Customer is in compliance with the terms of the SaaS Agreement and is current in all of its (or the Third Party Payor if applicable) payment obligations, BenTek shall provide Customer with telephone support between the hours of 8:30 a.m. and 5:00 p.m., Eastern time. The support number is 888. 5BENTEK. (888.523.6835). E-mail: [support@mybentek.com](mailto:support@mybentek.com). Response is within one business day.

BENTEK, INC.

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

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

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

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

PARAMOUNT UNIFIED SCHOOL DISTRICT

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

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

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

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

AFLAC, INC. (AFLAC)

Agrees to pay the above specified fees on behalf of the Customer.

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

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

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

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

**EXHIBIT B**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "Agreement") by and between Paramount Unified School District ("Customer"), and BenTek, Inc. ("BenTek") is made and entered into effective \_\_\_\_\_, 2017.

**RECITALS**

WHEREAS, Customer is a "covered entity" as those terms are defined in 45 C.F.R. § 160.103; and WHEREAS, BenTek provides administration services to Customer; and

WHEREAS, as a result of such functions, Customer has identified BenTek as a "business associate," as defined in 45 C.F.R. § 160.103, of Customer for purposes of the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996, (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and the regulations issued thereunder; and

WHEREAS, BenTek acknowledges that it is a business associate, as defined in 45 C.F.R. § 160.103, of Customer that may create, use, or disclose Protected Health Information or Electronic Protected Health Information on behalf of Customer; and

WHEREAS, Customer desires to obtain written assurances that BenTek will safeguard Protected Health Information or Electronic Protected Health Information created or received by or on behalf of Customer.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS**

1.1 "Breach" shall have the meaning set forth in 45 C.F.R. §164.402.

1.2 "Data Aggregation" shall have the meaning as the term "data aggregation" in 45 C.F. R. § 164.501.

1.3 "Designated Record Set" shall mean a group of health-related records about an Individual as provided in 45 C.F.R. § 164.501.

1.4 "Electronic Health Record" shall mean an electronic record of health-related information with respect to an Individual that is created, gathered, managed and consulted by authorized healthcare clinicians and staff.

1.5 "Electronic Protected Health Information" or "Electronic PHI" means information that BenTek or its agent, including a subcontractor, creates, receives, maintains or transmits from or on behalf of Customer that comes within paragraphs 1(i) or 1(ii) of the definition of "protected health information" at 45 C.F.R. § 160.103.

1.6 "Genetic Information" shall have the meaning assigned to such term in 45 C.F.R. § 160.103.

1.7 "HIPAA" shall mean the health information privacy provisions under the Health Insurance Portability and Accountability Act of 1996, and regulations issued thereunder at 45 C.F.R. Parts 160 and 164, as amended by HITECH.

1.8 "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act and

the regulations issued thereunder.

1.9 "Individual" shall mean a person who is the subject to the Protected Health Information of the Customer, and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. § 164.502(g).

1.10 "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. §164.514(e)(2).

1.11 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by BenTek from or on behalf of Customer. Genetic Information shall be considered PHI.

1.12 "Required by Law" shall mean a mandate contained in an applicable state, federal, or local law that compels Customer (or business associates acting on behalf of Customer) to make a use or disclosure of PHI that is enforceable in a court of law.

1.13 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined at 45 C.F.R. § 164.304. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level:

- pings on the firewall;
- port scans;
- attempts to log on to a system or enter a database with an invalid password or username;
- denial-of-service attacks that do not result in a server being taken off-line; and
- malware such as worms or viruses.

1.14 "Subcontractor" shall have the meaning as the term in 45 C.F.R. § 160.103.

1.15 "Unsecured Protected Health Information" or "Unsecured PHI" shall have the meaning assigned to such term in 45 C.F.R. § 164.402 and guidance issued thereunder.

## 2. **OBLIGATIONS OF THE PARTIES**

2.1 BenTek shall safeguard all PHI and Electronic PHI created or received by BenTek on behalf of Customer in accordance with HIPAA. BenTek shall implement administrative, physical and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Security Rules. Specifically, BenTek agrees to implement policies and procedures in accordance with 45 C.F.R. § 164.316 that:

- i. Prevent, detect, contain and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. § 164.308;
- ii. Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. § 164.310; and
- iii. Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards

set forth in 45 C.F.R. § 164.312.

2.2 BenTek shall not use or disclose PHI or Electronic PHI except as permitted or required by Article 3 of this Agreement or as Required by Law. BenTek shall notify Customer of all requests for the disclosure of PHI and Electronic PHI from a law enforcement or government official, or pursuant to a subpoena, court or administrative order, or other legal request as soon as possible prior to making the requested disclosure. BenTek shall provide to Customer all Pill and Electronic PHI necessary to respond to these requests as soon as possible, but no later than ten (10) business days following its receipt of a written request from Customer.

2.3 Customer shall provide to BenTek, and BenTek shall request from Customer, disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if necessary or otherwise permitted by HHS regulations, the minimum PHI or Electronic PHI necessary to perform or fulfill a specific function required or permitted under the Agreement. "Minimum necessary" shall be interpreted in accordance with HITECH, and in any event, shall not include any direct identifiers of individuals such as names, street addresses, phone numbers or social security numbers, except for a unique identifier assigned by Customer as necessary for the strategic analysis.

2.4 BenTek shall comply with all granted restrictions on the use and/or disclosure of PHI, pursuant to 45 C.F.R. § 164.522(a), upon written notice from Customer; provided, however, that Customer shall not grant any restriction that affects BenTek's use or disclosure of PHI without first consulting with BenTek.

2.5 BenTek shall comply with all granted requests for confidential communication of PHI, pursuant to 45 C.F.R. § 164.522(b), upon written notice from Customer.

2.6 BenTek shall report to Customer any use or disclosure of PHI not permitted by this Agreement of which BenTek becomes aware within fifteen (15) business days of its becoming aware, and will take such corrective action necessary, or as reasonably directed by Customer, in order to prevent and minimize damage to any Individual and to prevent any further such occurrences.

2.7 Following the discovery of a Breach of Unsecured PHI, BenTek shall notify the Customer without unreasonable delay and in no case no later than fifteen (15) days after discovery of the Breach. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by BenTek to have been accessed, acquired, used or disclosed during the Breach. BenTek shall provide the Customer with any other available information that the Customer requires to notify affected individuals under the Privacy Rule.

2.8 BenTek shall make reasonable efforts to mitigate, to the extent practicable or as reasonably directed by Customer, any harmful effect that is known to BenTek resulting from a breach of this Agreement or HIPAA that is directly caused by BenTek.

2.9 BenTek shall report to Customer any Security Incident within five (5) business days of when it becomes aware of such Security Incident. BenTek shall mitigate to the extent practicable or as reasonably directed by Customer any harmful effect that is known to BenTek of a Security Incident by BenTek.

2.10 BenTek shall take reasonable steps to ensure that any Subcontractor performing services for Customer agrees in writing to the same restrictions and conditions that apply to BenTek with regard to its creation, use, and disclosure of PHI and Electronic PHI in accordance with 45 C.F.R. §§ 164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(5). BenTek shall, upon written request from Customer, provide a list of any Subcontractors with whom BenTek has contracted to perform services for Customer. BenTek shall advise Customer if any

Subcontractor breaches its agreement with BenTek with respect to the disclosure or use of PHI or Electronic PHI. If BenTek knows of a pattern of activity or practice of its Subcontractor that constitutes a material breach or violation of the Subcontractor's duties and obligations under its agreement with the Subcontractor ("Subcontractor Material Breach"), BenTek shall cure the breach or provide a reasonable period for Subcontractor to cure the Subcontractor Material Breach; provided, however, that if BenTek cannot, or Subcontractor does not, cure the Subcontractor Material Breach within such period, BenTek shall terminate the agreement with Subcontractor, if feasible, at the end of such period.

2.11 BenTek shall, upon written request from Customer, provide to Customer a copy of any PHI or Electronic PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, created or maintained by BenTek, and not also maintained by Customer, within thirty (30) days of receipt of the request.

2.12 BenTek shall, upon written request from Customer, make any amendment to PHI in a Designated Record Set maintained by BenTek within thirty (30) days of receipt of the request unless BenTek can establish to Customer's satisfaction that the PHI at issue is accurate and complete.

2.13 If an Individual's PHI is held in an Electronic Health Record, BenTek shall provide requested copies in electronic format to the individual or to an entity or person designated by the Individual, provided such designation is clearly and conspicuously made by the Individual or Customer.

2.14 BenTek shall make its internal practices, written policies and procedures, books, records, and other documents relating to the use and disclosure of PHI and/or Electronic PHI created or maintained by BenTek on behalf of Customer available to the Secretary of the Department of Health and Human Services, or his or her designee, for purposes of the Secretary determining Customer's compliance with HIPAA.

2.15 BenTek shall make available the information required to provide an accounting of disclosures made on and after the Effective Date, as necessary for Customer to comply with 45 C.F.R. § 164.528, within twenty (20) business days of receipt of the request. BenTek shall provide one such accounting within a twelve-month period without charge, but may make a reasonable charge for any additional such accountings within the same twelve-month period.

2.16 BenTek shall maintain all records, other than those records that are also maintained by Customer, for six (6) years from the date created or last in effect, whichever is later, as necessary for Customer to comply with 45 C.F.R. § 164.530(j)(2).

### **3. PERMITTED USES OF PHI**

3.1 BenTek may use and disclose PHI and Electronic PHI as necessary to provide services to Customer, subject to Section 2.3 of this Agreement and consistent with the requirements of HIPAA.

3.2 BenTek may use and disclose PHI and Electronic PHI as necessary for the proper management and administration of BenTek or to carry out BenTek's legal responsibilities, subject to Section 2.4 of this Agreement and consistent with the requirements of HIPAA; provided, however, that BenTek may disclose the PHI and Electronic PHI for such purposes only if:

- i. the disclosure is Required by Law, or
- ii. BenTek obtains reasonable assurances that the party to whom the PHI or Electronic PHI is disclosed (a) will protect the confidentiality of the PHI and Electronic PHI, (b) will not further disclose

the PHI or Electronic PHI except as Required by Law or for the purposes for which it was disclosed to the other party, and (c) will report any improper use or disclosure of the PHI and/or Electronic PHI to BenTek.

3.3 Except as otherwise limited in this Agreement, and to the extent provided for under this Agreement, BenTek may use PHI and Electronic PHI to provide Data Aggregation services to Customer, as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

#### 4. **TERMINATION OF AGREEMENT**

4.1 Except as described in Section 4.3, this Agreement shall continue in effect so long as BenTek provides service to Customer involving maintaining, using or disclosing PHI or Electronic PHI, or otherwise retains a copy of PHI or Electronic PHI provided to BenTek by Customer.

4.2 Customer may terminate this Agreement at any time if Customer discovers that BenTek has materially breached any provision of this Agreement.

4.3 If BenTek becomes aware of a pattern of activity or practice of the Customer that constitutes a material breach or violation of the Customer's duties and obligations under the Agreement, BenTek shall take reasonable steps and provide a period of thirty (30) calendar days for the Customer to cure the material breach or violation. If the Customer does not cure the material breach or violation within such 30-day period, BenTek shall terminate the Agreement, if feasible, at the end of such 30-day period.

4.4 Upon the expiration of Customer's relationship with BenTek, and contingent upon the payment of all outstanding fees, BenTek shall return PHI and Electronic PHI to Customer or Customer's designated agent upon Customer's request. If return of all PHI and Electronic PHI is not feasible, the provisions of this Agreement shall continue to apply to BenTek until such time as all PHI and Electronic PHI is either returned to Customer or destroyed pursuant to BenTek's document retention policy, provided that BenTek shall limit further use of PHI and Electronic PHI only to those purposes that make the destruction or return of the PHI and Electronic PHI infeasible. Following the expiration of the relationship, BenTek agrees not to disclose PHI and Electronic PHI except to Customer or as Required by Law.

#### 5. **NOTICES**

Whenever, under this Agreement, BenTek is required to give notice to Customer, such notice shall be sent via First Class Mail to:

Attention: Privacy Officer  
Paramount Unified School District  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Whenever, under this Agreement, Customer is required to give notice to BenTek, such notice shall be sent via First Class Mail to:

Katherine Bellantoni, Privacy Officer  
BenTek, Inc.  
11505 Fairchild Gardens Ave.  
Suite 102  
Palm Beach Gardens, FL 33410

6. **INDEMNIFICATION**

BenTek agrees to indemnify Customer, and any employees, directors, officers of Customer (collectively "Customer Indemnitees"), against all actual and direct losses resulting from or in connection with any breach of this Agreement by BenTek, or its partners, employees or other members of its workforce. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by Customer Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement. Customer agrees to indemnify BenTek and any employees, directors, officers of BenTek (collectively "BenTek Indemnitees") against all actual and direct losses resulting from or in connection with any breach of this Agreement by Customer, or any violation of HIPAA resulting from any improper use or disclosure of PHI and Electronic PHI pursuant to Customer's direction. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by BenTek Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement.

7. **AMENDMENT**

The parties agree to negotiate in good faith any amendments necessary to conform this Agreement to changes in applicable law. BenTek further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event BenTek is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA, Customer may terminate this Agreement in accordance with Section 4 upon thirty (30) days written notice.

8. **TERMS OF AGREEMENT GOVERN**

Any ambiguity in this Agreement shall be resolved in a way that permits compliance with HIPAA. In the event of a conflict between the terms of this Agreement and any other contract or agreement between Customer and BenTek, this Agreement shall govern.

9. **REGULATORY REFERENCES**

A reference in this Agreement to a section in the Privacy Rules or Security Rules means the section as in effect or as amended, and for which compliance is required.

IN WITNESS HEREOF, the parties have executed this Agreement by their respective duly authorized officers or representatives.

BENTEK, INC.

PARAMOUNT UNIFIED SCHOOL DISTRICT

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

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

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

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

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

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

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



# BenTek® Master Professional Services Agreement

This Master Professional Services Agreement ("PSA") sets forth the terms and conditions under which BenTek will perform certain consulting services for the undersigned Client.

1 Work. BenTek agrees to provide services as described in the Statement of Work ("SOW") attached hereto ("Work") and to use commercially reasonable efforts to complete the Work in accordance with the schedule set forth therein. BenTek agrees to notify Client if, at any time, it becomes apparent that the parties need to revise the schedule.

2 Price and Payment. In full consideration of the services provided hereunder and the license granted under this PSA, Client agrees to pay BenTek the fees set forth in Exhibit A within thirty (30) days of the date of invoice. Client shall be responsible for all travel and living expenses incurred by BenTek's staff in connection with this PSA, if necessary. Payments to BenTek shall be made without deduction for taxes, imposts, customs, levies or other withholding ("Tax") or shall be grossed-up to provide BenTek the same amount after such Tax as it would have received without the imposition of such Tax, together with tax receipts or similar evidence of any Tax payment by Client.

3 Ownership. Client agrees that any and all deliverables, plans, specifications, documentation, and other materials delivered to Client hereunder, together with all ideas, concepts, know-how, techniques, inventions, discoveries or improvements, including but not limited to computer software, whether in object code or source code form, developed by BenTek and arising out of or relating to the Work (collectively referred to as the "Work Product") are the property of BenTek and BenTek hereby grants Client a nonexclusive, nontransferable license for internal use of the Work Product for the purposes set forth in this PSA in accordance with BenTek's standard software license terms and conditions. BenTek will retain all right, title and interest in and to the Work Product, except to the extent that the Work Product contains any Client Confidential Information to which Client will retain all right, title and interest. BenTek expressly reserves the right to perform similar work for other customers. To the extent of any such interest in the Work Product accruing to the Client may constitute "work for hire"), the Client hereby agrees to assign and, upon its creation, does hereby assign to BenTek the ownership of such intellectual property absolutely, and all patent and intellectual property rights therein.

4 Force Majeure. Neither party shall be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by any cause beyond the reasonable control of the parties hereto. This provision shall not be construed as relieving either party from its obligation to pay any sums due the other party.

5 Term and Termination. This PSA shall commence on the Effective Date below and shall continue until completion of all Work unless earlier terminated. Either party may terminate this PSA if the other party fails to perform any of its material obligations hereunder and such failure to perform has not been cured within thirty (30) days of written notice thereof by the terminating party. The parties' obligations under Sections 3, 9 and 11 hereof shall survive expiration or termination of this PSA regardless of the manner of termination.

6 Warranty. During the term of the applicable Work, BenTek warrants that any Work performed by BenTek during such time shall be performed with the care and skill ordinarily used by other members of BenTek's profession practicing under similar conditions at the same time and in the same locality.

7 Client Responsibilities. Client is solely responsible for the use to which it puts any deliverable or information provided by BenTek hereunder and any decisions it makes in using such deliverable or information. Client represents and warrants that it has all right and authority from any third-party suppliers to allow BenTek to perform the Work hereunder and shall defend, indemnify, and hold harmless BenTek from any claims or damages incurred relating thereto.

7.1 Limitation/Remedies. BenTek's sole liability under Section 6 shall be to re-perform any service that fails to conform to the specified standard. In no event shall BenTek's liability under this Section 6 exceed the value of the product or service provided which gave rise to the claim hereunder. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 ABOVE, BENTEK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED WITH REGARD TO THE WORK OR WORK PRODUCT, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

8 DAMAGES. IN NO EVENT SHALL BENTEK BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE WORK. BENTEK'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID UNDER THE APPLICABLE SOW WHICH GAVE RISE TO THE CLAIM.

9 Confidential Information.

9.1 Definition. For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, the following: any documentation and other tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications, source code, object code, diagrams, flow charts, procedures and "know-how" comprising all or any portion of a computer program, strategic and development plans or concepts, financial information, business plans, marketing plans, sales plans, marketing and sales strategies, data, business records, project records, market reports, Customer Data, employee lists and business manuals, policies and procedures, information relating to products, processes, technologies or theory and all other information which may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party may be provided access by a Disclosing Party, or others, in accordance with this Agreement, or which is generated by the Disclosing Party as a result of or in connection with bona fide business purposes of the Disclosing Party, which is not generally available to the public.

9.2 Obligation of Confidentiality. The Receiving Party covenants and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party covenants and agrees:

(A) to protect and safeguard the Disclosing Party's Confidential Information against unauthorized use, publication or disclosure;

(B) not to use any of the Disclosing Party's Confidential Information except as required for its performance under this Agreement;

(C) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Disclosing Party's Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Agreement;

(D) to restrict access to the Disclosing Party's Confidential Information to those of its officers, directors, agents, attorneys, consultants, employees, contractors and partners who clearly and demonstrably need such access to fulfill its obligations under this Agreement;

(E) to advise in writing each of the persons to whom it provides access to any of the Disclosing Party's Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Disclosing Party's Confidential Information, and, upon the request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons; and

(F) to comply with any other reasonable security measures requested in writing by the Disclosing Party.

9.3 Exceptions to Confidentiality Provisions. The foregoing confidentiality obligations do not apply:

(A) to the extent that the Confidential Information is or becomes generally available to the public other than as a result of a breach of this Agreement;

(B) if the other party is directly ordered by a court or other governmental authority to disclose all or any part of the Confidential Information, provided, however, that the party so ordered will give prompt notice to the other of any such order, or of any legal or governmental proceeding that might result in such an order, and will not disclose any Confidential Information until the other party has been provided with a reasonable opportunity to limit or prevent such disclosure.

9.4 Remedies for Breach. Each party acknowledges that any unauthorized disclosure or use of Confidential Information may cause immediate and irreparable harm to the other, for which damages may not be an adequate remedy, and as such, each party shall, in addition to any other rights or remedies it may have in law or equity under this Agreement or otherwise, be entitled to injunctive relief.

9.5 Return of Confidential Information. Each of the parties agrees that immediately upon request by the other, and in any event, immediately upon termination or expiration of this Agreement, it shall deliver and return to the other all copies of Confidential Information (including all copies thereof, in any form whatsoever) disclosed and/or in its possession, care or control.

10 No Assignment. Client shall not assign this PSA without the prior written consent of BenTek. Any transfer by merger, consolidation or liquidation shall constitute an assignment for purposes of this PSA.

11 Non-Solicitation. Client agrees that, during the term of this PSA and for a period of two (2) years thereafter, Client will not, except with BenTek's prior written approval, hire, solicit or offer employment, directly or indirectly, to any BenTek employee or staff.

12 Amendment, Waiver. Neither this PSA nor any term, covenant, condition or other provision hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Except as otherwise provided, failure or delay of either party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies under this PSA.

13 Governing Law. This PSA shall be construed according to the laws of the State of Florida excluding its choice of law provisions.

14 Entire Agreement. This PSA and all applicable SOW's shall constitute the entire agreement between the parties hereto with respect to its subject matter; and, except as otherwise expressly provided herein, this PSA shall not be affected by reference to any

other document.

15 Severability. If any provision of this PSA is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this PSA.

16 Notices. Notices and communications required by this PSA shall be in writing and may be delivered in person, by courier, transmitted by facsimile, or mailed prepaid first class, return receipt requested, to the respective parties at the address listed herein or other address most recently designated in writing. Notices directed to BenTek shall be sent "Attention: Chief Financial Officer, BenTek, Inc., 11505 Fairchild Gardens Avenue, Suite 102, Palm Beach Gardens, Florida 33410."

17. Effective Date. The Effective Date of this PSA shall be the date signed by BenTek.

**BENTEK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARAMOUNT UNIFIED SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# BenTek® Statement of Work

This Statement of Work is Exhibit A to the Master Professional Services Agreement (“PSA”) between BenTek, Inc. and Paramount Unified School District to provide services in connection with the Client’s use of the BenTek Software as a Service solution licensed to Client under the terms of the Master Software as a Service Agreement.

The following sections describe the applicable implementation, customization, set-up, configuration, and training services as well as the responsibilities of the parties, and fees. An implementation timeline, system specification documents, and other supporting documentation will be provided to the Client under separate cover.

## IMPLEMENTATION

- Client Administrators will be provided access to a secure Client Community Portal which provides 24/7 access to administrative support, administrative guides, product videos, project management and more.
- Optional Initial audit of core benefits (medical, dental, and vision plans) to identify and correct discrepancies prior to initial population of the BenTek application (includes audit of covered active, retired, Cobra, and dependent records as applicable)
- Evaluation and analysis of group benefits (Benefit Specification Document) for purposes of system configuration and business rules
- Collection of benefit related documents including forms, benefit booklet, plan summaries, coverage certificates, etc.
- Configuration of incoming personnel/payroll file(s) for ongoing reconciliation processes
- Creation and testing of all electronic file transmissions for core benefits
- Implementation period begins upon receipt of executed contract and will take 60\* days, which begins upon final approval of the completed Benefit Specification Document.

\*60-day implementation is contingent upon both BenTek and Client adhering to mutually agreed upon implementation timeline and deadlines.

## APPLICATION FUNCTIONALITY

The BenTek application is composed of two major modules: Benefits Administration and the Employee Benefits Center (EBC).

- The Benefits Administration module provides the following functionality:
  - Unique password protected user profiles.
  - Single point of entry for benefits data management including demographic, employment, and group insurance eligibility information inclusive of plan elections, employee deductions, and employer contributions.
  - Ability to view and print employee life insurance beneficiary designations.
  - Maintenance of dependent records and coverage.
  - Benefit eligibility and payroll deduction/contribution analyses of core and ancillary benefits as defined in the benefit specification document.
  - Personnel data reconciliation process of demographic and job information.
  - HIPAA 834 and non-standard file exchange for core benefits.
  - Optional Third party export file exchange for core/ancillary benefits.
  - Optional Payroll data export files.
  - Optional Vendor billing and reporting with adjustment feature.
  - Approve/deny/suspend qualifying life event changes requested by plan participants.
  - Maintains historical record of employee elections and changes.
  - Annual Open Enrollment benefit and payroll deduction reports for Payroll Department.
  - 40+ standard canned reports provided and customized reports upon request (e.g. Census, OE statistics).
- The Employee Benefits Center (Employee Self Service) module will provide the following functionality to employees of Client:
  - Unique user profile creation and ability to reset passwords at any time.
  - View current and future benefit elections, deductions, covered dependents, and beneficiaries.
  - Electronic submission of qualified event elections changes with access to required forms based on life event.
  - Resource Center including videos, forms, plan summary documents, etc.
  - Benefits Highlights of coverage options offered including access to Summary of Benefit and Coverage documents, plan summaries, carrier websites, etc.
  - Online Beneficiary Designation process accessible 24/7.
  - New Hire Orientation equipped with benefit rules permitting online

enrollment of all eligible benefits based on established new hire eligibility rules.

- Annual Open Enrollment equipped with benefit rules permitting the online enrollment of all available benefits based on renewal decisions.
- Generation of confirmation statements is available upon the completion of all online enrollment processes (New Hire, Open Enrollment, Qualifying Events)

## BENITEK RESPONSIBILITIES

- Provides BenTek file specifications options for receipt of client files used for initial site population and ongoing audit features (Personnel Import and Payroll Audit).
- Manages initial and renewal implementation projects with timelines, weekly calls, on-site meetings, etc.
- Creates and manages communication and documentation flow via the Client Community Portal.
- Manages completion and analysis of the Benefit Specification Document during initial and renewal implementations.
- Obtains written letter of authorization from Client to permit BenTek to communicate with current insurance companies, TPA's, etc. in order to obtain enrollment files.
- Manages the completion and facilitation of initial client/vendor data audit and results.
- Executes required vendor electronic eligibility set-up documents.
- Creates and tests all electronic file transmissions for core benefits (medical, dental, and vision plans) in 834 (version 5010) file format and non-standard formats when applicable.
- Configures BenTek application with all client's benefit rules, election options, eligibility, etc. established in the Benefit Specification Document.
- Configures BenTek application with mechanism to transmit files electronically to third party vendors (insurance carriers, Third Party Administrators, payroll systems, etc).
- Manages creation and client review of site content for all BenTek screens including Log-in and Introduction screens, New Hire Orientation, Qualifying Events, Open Enrollment, etc.
- Provides regular system enhancements and updates as needed all of which are documented in the monthly distributed BenTek Newsletter.
- Maintains Client Community Portal with current membership, documentation, files containing PII, Technical Specifications, User/Admin Guides, Newsletters, Project Timelines etc.
- Establishes BenTek task list for Client, which includes eligibility file transmission and audit process schedules.
- Establishes and maintains Renewal (open enrollment) timeline, which is determined by type of renewal (carrier changes, plan/rate changes, etc.).
- Facilitates initial and annual Client review of test site (web demonstration)
- Provides dedicated Client Success Team (Client Success Manager, Account Manager, Implementation Manager, Technical Account Manager).
- Provides on-site/web client training (as mutually agreed upon)
- Provides and maintains all hardware to host the application (server and maintenance)

## CLIENT RESPONSIBILITIES

- Executes Software as a Service and Professional Services Agreements BenTek.
- Executes agreements with BenTek and Third Party vendors to establish secure electronic connection for transmission of eligibility files.
- Establishes membership in the Client Community Portal
- Exchanges data via the Client Community Portal
- Completes Benefit Specification Document including providing clarification and final approval.
- Updates Benefit Specification Document including providing clarification and approval at each annual renewal.
- Provides BenTek with Personnel and Payroll data files pursuant to BenTek file specifications. Continue to work with BenTek through layout requirement review and file testing.
- Provides BenTek with Payroll related information including but not limited to deduction and contribution codes, pay group information, deduction schedule and payroll calendar.
- Validates all employee demographic and benefit discrepancies identified during initial audit. Conveys all corrections directly to third party vendors and provides revised Personnel and Payroll data files to BenTek for initial system population.
- Reviews EBC Site Content Template documents providing updates and final approval.
- Reviews application and performs record validation in test environment prior to "Go Live" date.
- Adheres to BenTek Implementation timeline to ensure product delivery.

**CHANGE MANAGEMENT**

BenTek is a system that is configured for each client from our standard benefits application. Additional configuration and / or requested changes may result in delays to the previously communicated implementation timeline; potentially altering the site launch date. Substantial changes that materially change the scope of services as provided in this agreement must be mutually agreed upon by BenTek and the Client prior to implementation. It is expected that new features will be added to BenTek and existing software may be modified from time to time. Any system-wide or version changes will be communicated to Client in advance of implementation if impacts are expected.

**DATA MANAGEMENT**

It is understood that BenTek maintains the software and warehouses the data for the Client. The software is the sole property of BenTek as specified in the accompanying Professional Services Agreement, executed by both parties and a part of this agreement. The Client's data is the property of the Client. In the event of termination, the Client's data will be returned to the Client upon request in a standard format determined by BenTek.

**BENTEK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARAMOUNT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** December 11, 2017  
**SUBJECT:** California Public Utilities Commission - Application for Solar Rates Grandfathering Eligibility

## **BACKGROUND INFORMATION:**

The California Public Utilities Commission (CPUC) recently opened a very brief eligibility window for public agencies to secure ten years worth of grandfathering on utility solar-friendly rates to December 31, 2017.

Public agencies who get their applications on file during this window will be grandfathered on TOU 1.0 (prior time of use) rate structures for ten years after their project is ready for connection to the grid. So if Paramount Unified School District considers a solar project, the District will benefit from the grandfathered rates.

## **POLICY/ISSUE:**

Board Policy 3300 – Expenditures and Purchases

## **FISCAL IMPACT:**

Significant reductions to District energy costs

## **STAFF RECOMMENDATION:**

Approval to submit the application documents for interconnection for solar services to benefit from the grandfathering eligibility window and to finalize, sign and complete all necessary documents.

## **PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

## **DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.9-A**