

Paramount Unified School District

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

BOARD OF EDUCATION

TONY PEÑA
President

LINDA GARCIA
Vice President

ALICIA ANDERSON
Member

SONYA CUELLAR
Member

VIVIAN HANSEN
Member

DR. RUTH PÉREZ
Superintendent



STUDY SESSION MEETING OF BOARD OF EDUCATION

MINUTES
October 24, 2016

The meeting was called to order at 5:01 p.m. by President Tony Peña in the Boardroom at the District Office, 15110 California Avenue, Paramount California.

- Pledge of Allegiance Manuel San Miguel, Director-Student Services, led the Pledge of Allegiance.
- Roll Call Trustee Tony Peña Trustee Sonya Cuellar
 Trustee Linda Garcia Trustee Vivian Hansen
 Trustee Alicia Anderson
- Administrators Present Ruth Pérez, Superintendent
 Ruben Frutos, Assistant Superintendent-Business Services
 Myrna Morales, Assistant Superintendent-Human Resources
 Ryan Smith, Assistant Superintendent-Secondary Educational Services
 Deborah Stark, Assistant Superintendent-Educational Services
 Kim Cole, Director-Special Education/Early Childhood Education
 Cindy DiPaola, Director-Maintenance & Operations
 Greg Francois, Director-Secondary Ed. & Instructional Technology
 Elida Garcia, Director-Early Childhood Education
 Renee Jeffrey, Director-K-5 School Support & Innovative Programs
 Margarita Rodriguez, Director-Research & Evaluation
 Manuel San Miguel, Director-Student Services
 Chris Stamm, Director-Nutrition Services
 Patricia Tu, Director-Fiscal Services
 Kelly Anderson, Principal-Jackson School
 Greg Buckner, Principal-Paramount High School
 Lynn Butler, Principal-Alondra Middle School
 Holly Hennessy, Principal-Tanner School
 Topekia Jones, Principal-Lincoln School
 Jerry King, Principal-Paramount Adult School
 Morrie Kosareff, Principal-Buena Vista High School
 Scott Law, Principal-Collins School
 Kevin Longworth, Principal-Paramount Park Middle School
 Susan Marilley, Principal-Roosevelt School
 Michael Naruko, Principal-Gaines School
 Lisa Nunley-Macon, Principal-Hollydale School
 Linh Roberts, Principal-Mokler School
 Sue Saikaly, Principal-Zamboni Middle School
 Elizabeth Salcido, Principal-Paramount High School-West

Connie Toscano, Principal-Wirtz School
 Hilda Verdugo, Principal-Los Cerritos School
 Elizabeth Becerra, Assistant Principal-Paramount High School
 Josephine Contreras, Assistant Principal-Collins School
 Margie Domino, Assistant Principal-Jackson School
 Damon Dragos, Assistant Principal-Paramount High School
 Jill Hammond, Assistant Principal-Alondra Middle School
 Lisa Kirk, Assistant Principal-Zamboni Middle School
 Edgar Ortega, Assistant Principal-Paramount High School
 Roxanne Shelby, Assistant Principal-Buena Vista High School
 Anna Yasuhara, Assistant Principal-Paramount High School
 Theresa Cimino-Diaz, Dean of Students-Paramount High School
 Samuel Peña, Dean of Students-Paramount High School
 Juan Velasquez, Dean of Students-Paramount High School

Approve Special Meeting
 Agenda October 24, 2016
 1.278

Trustee Anderson moved, Trustee Cuellar seconded and the motion carried 5-0 to approve the agenda of the Special Meeting of October 24, 2016.

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

HEARING SECTION

California's
 New Accountability System

There were no speakers during the Hearing Section.

Dr. Deborah Stark, Assistant Superintendent-Educational Services and Margarita Rodriguez, Director-Research, Assessment and Student Information provided the Board with updated information on California's New Accountability System and highlight approved and proposed changes for districts and schools.

Dr. Stark shared that she would be providing the Board with:

- Updated academic data
- Activities and services implemented to date in 2016-17 and future plans
- Recent state level developments

LCAP Addresses Eight State Priorities:

<u>Conditions of Learning</u>	<u>Pupil Outcomes</u>	<u>Engagement</u>
Basic Services	Student Achievement	Parent Involvement
Implementation of Common Core Standards	Other Student Outcomes	Student Engagement
Course Access		School Climate

Updated Academic LCAP Metrics / LCAP Process Cycle
 July-October:

- LCAP start of year for 2016-17
- 2015-16 outcomes reported in Annual Update

October-March:

- Monitor formative data
- Measure progress on implementation

January-May:

- Data analysis with LCAP Committee.

- Report on changes to state accountability system.
- Discuss and recommend changes to the LCAP, alignment with Strategic Plan.

Formative Data Progress Monitoring:

- Monthly Attendance Rates
- Monthly Suspension Rates
- English Language Arts Unit Assessments
- Mathematics Unit Assessments
- Chronic Absenteeism

2015-16 Outcomes Goal 1

	Baseline Year	Baseline Results	Outcomes	Met Goal
Percent of 5th grade students meeting 4 or more fitness areas on the PFT	2014-15	60.3%	61%	Yes
Cumulative Attendance Rate	2014-15	96.3%	96.3%	Yes
Chronic absenteeism	2014-15	8.3%	7.7%	Yes
SBAC ELA percent Met or Exceeded (all grades)	2014-15	35%	41%	Yes
SBAC Math percent Met or Exceeded (all grades)	2014-15	21%	27%	Yes
Reclassification rate	2014-15	10.7%	9.6%	No Target 12%
AMAO1-English Learners Advancing one or more CELDT Levels	2014-15	61.9%	61.3%	No Target 62%

2015-16 Outcomes Goal 2

	Baseline Year	Baseline Results	Outcomes	Met Goal
• AP Scores 3 or Higher	2014-15	29%	33%	Yes
• Number of AP Exam takers	2014-15	716	796	Yes
• Maintain 3 capstone courses	2014-15	4	5	Yes
• Percent College Ready in ELA EAP	2014-15	18%	18%	No. Target is 19%
• Percent College Ready in Math EAP	2014-15	4%	4%	No. Target is 4.5%
• Participation rate for parent surveys	2014-15	68%	73%	Yes

Some targets that are currently included in the LCAP will be addressed in the upcoming LCFF rubrics. As a result, LCAP targets and metrics will be revised in light of the State's new accountability system when the LCAP is updated.

Aligning Goals and Focus Areas

LCAP Goals	Strategic Plan Focus Areas	Superintendent's Goals
<ul style="list-style-type: none"> • Support Academic and Behavioral Progress 	<ul style="list-style-type: none"> • Positive School Climate 	<ul style="list-style-type: none"> • Develop collaboration and respect among stakeholders • Promote student wellness.

<ul style="list-style-type: none"> • Create a College Going Culture 	<ul style="list-style-type: none"> • College and Career Ready Graduates 	<ul style="list-style-type: none"> • Increase graduation. • Increase use of technology
<ul style="list-style-type: none"> • Implement Common Core Standards 	<ul style="list-style-type: none"> • High Quality Teaching and Learning 	
<ul style="list-style-type: none"> • Provide Basic Services 		
	<ul style="list-style-type: none"> • Parent and Community Partnerships 	<ul style="list-style-type: none"> • Increase parent involvement.
		<ul style="list-style-type: none"> • Foster interdependency among divisions. • Support cohesive leadership team. Build leadership capacity. • Develop a 5 year strategic plan. • Integrate student voice.

Activities and Services Implemented 2016-17

What Progress Have we Made? Grades K-5

- Provided professional development on new Language Arts/ELD program for over 300 teachers.
- Expanded GATE to include all K-5 schools. GATE teachers participate in on line professional development and apply what they learn.
- Each school allocated LCFF Supplemental and Concentration Funds to improve outcomes for English Learners.
- Summer school focused on literacy and math fluency provided for students for students in 1st – 5th and middle school.
- TOSA position to monitor behavior and reduce chronic absenteeism for high needs students expanded to six schools.

What progress have we made? 6-8

- Summer school focused on providing literacy, math and science experiences.
- Each school allocated LCFF Supplemental and Concentration Funds to address improve outcomes for English Learners.
- Safe and Civil Schools professional development for teams; consultant provided personalized on site training and feedback for each school.
- AVID expanded to 7-8 at all schools.
- Project Lead the Way elective pilot at Alondra; two science teachers trained.
- PSAT administered to groups of 8th grade students at each school.

What progress have we made? 9-12

- PSAT administered to all 11th and 12th grade students; all 11th grade students will take the SAT.
- Kaplan SAT preparation courses offered at PHS.
- AVID expanded through grade 10; team of high school teachers trained in AVID strategies.
- Culinary courses expanded to 10th grade.
- College field trips.

- Students in Adult School Diploma Lab and Independent Study at Buena Vista take on line courses to meet graduation requirements.
- Safe and Civil Schools professional development on approaches to increase attendance and reduce chronic absenteeism provided to high school teams .
- Academic tutoring and support provided for Foster Youth; K-12 counselors trained on strategies to meet needs of this group of students.

What progress have we made? Human Resources

The California Teacher Induction Program (formally known as BTSA) is provided for new teachers. 77 new teachers have participated in induction training, including:

- 33 year 1 teachers
- 44 year 2 teachers

Support Provider Training

- 52 Support Providers have received mentor support training.

Monthly meetings with teachers to ensure success in curriculum and instruction.

New teachers attended a New Teacher Institute in summer, with two follow-up days during the school year.

This institute provides teachers with a foundation in key district initiatives, including:

- Thinking Maps and Write From the Beginning
- CHAMPS classroom management (Safe and Civil Schools)
- Content support.
- In May 2016, PUSD submitted a proposal to the California Teacher Commission for a Clear Education Specialist Credential to allow the District to offer an Induction Program to Special Education teachers.
- A Program Specialist to Support the Special Education Induction program was hired.

What progress have we made? Business Services

- Purchased 400 Chromebooks to use with digital ELA and ELD textbook implementation in middle school.
- Improved network systems with additional wireless access points to increase indoor access to the wireless network.
- Implemented SMARTe online personnel requisitions to reduce time needed to process personnel requests.
- Hired Director of District Safety and Security to provide school and student security, district wide emergency response and training.

Upcoming Projects:

The following are included in the LCAP and will be addressed this year:

- Research signature programs for K-5 schools (AVID).
- Expand CTE electives in middle schools.
- All 7th grade students will visit UCLA in February/March.
- UCLA Literacy project for African American students provided at each middle and high school.

- High School Promise Initiative will be planned and implemented. Strategic planning process will result in a long range plan for PUSD

New State Developments

State has created a new template for the LCAP document this year. This revised format will streamline information and reduce redundancy. Data from LCFF rubrics will be used to inform the updated LCAP. The LCAP's targets will be updated in light of LCFF rubrics.

LCAP Timeline

Date	Meeting
November 30	LCAP Committee Meeting
January 10	LCAP Committee Meeting
February 22	LCAP Committee Meeting
March 29	LCAP Committee Meeting
April 26	LCAP Committee Meeting
May 16	LCAP Committee Meeting Board Update on Services and Activities
June	Public Hearing for Updated LCAP Board Approval
By June 30	Submit updated LCAP to LACOE

ADJOURNMENT

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to adjourn the Special meeting of the Board of Education held on October 24, 2016 at 5:28 p.m.

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

Ruth Pérez, Secretary
To the Board of Education

President

Vice President/Clerk

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Member

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Member

DR. RUTH PÉREZ
Superintendent



REGULAR MEETING OF BOARD OF EDUCATION

MINUTES

October 24, 2016

The meeting was called to order at 6:00 p.m. by President Tony Peña in the Boardroom at the District Office, 15110 California Avenue, Paramount California.

Pledge of Allegiance	Manuel San Miguel, Director-Student Services, led the Pledge of Allegiance.
Roll Call	Trustee Tony Peña Trustee Linda Garcia Trustee Alicia Anderson Trustee Sonya Cuellar Trustee Vivian Hansen
Administrators Present	Ruth Pérez, Superintendent Ruben Frutos, Assistant Superintendent-Business Services Myrna Morales, Assistant Superintendent-Human Resources Ryan Smith, Assistant Superintendent-Secondary Educational Services Deborah Stark, Assistant Superintendent-Educational Services Daniel Aguilar, Director-Safety and Security Kim Cole, Director-Special Education/Early Childhood Education Cindy DiPaola, Director-Maintenance & Operations Renée Jeffrey, Director-K-5 School Support & Innovative Programs Margarita Rodriguez, Director-Research & Evaluation Manuel San Miguel, Director-Student Services Beatriz Spelker-Levi, Director-Personnel Chris Stamm, Director-Nutrition Services Patricia Tu, Director-Fiscal Services Greg Buckner, Principal-Paramount High School Morrie Kosareff, Principal-Buena Vista High School

Approve Agenda
October 24, 2016
1.279

Trustee Garcia moved, Trustee Cuellar seconded the motion carried 5-0 to approve the agenda of the Regular Meeting of October 24, 2016.

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

Regular Meeting Minutes
October 10, 2016
1.280

Trustee Anderson moved, Trustee Hansen seconded the motion carried 5-0- to approve the minutes of the Regular Meeting of October 10, 2016.

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

REPORTS

Student Board
Representatives

Yanet Lopez- Paramount High School, Jaylene Martinez -Paramount High School-West, Latajia Ricks-Buena Vista High School and Karina

10-24-16 *Serving the communities of Bellflower, Lakewood, Long Beach, Paramount and South Gate.*

Great things are happening in Paramount schools

Gil-Paramount Adult School reported on school academic, athletic and extra-curricular activities.

Employee Representative Reports

There was no representative for CSEA.

TAP Interim President Christine Barboza shared that the time she has been Interim President has been spent advocating for teachers. She has met with teachers and their message that she is hearing is that teachers want three things to ensure that students are successful in the classroom:

- Respect
- To be treated as professionals
- Voice be heard

She added in order for students to be successful in the classroom, teachers need to be successful. She is here tonight advocating for the K-5 teachers that are feeling very overwhelmed. She knows that the Board cares for students. K-5 teachers feel that they are struggling and are unprepared, they want real support and need to be treated as part of the team and would like five things; 1. would like time to prepare, 2. training that is effective, 3. common sense timelines, 4. consistency with communication and 5. support by their site principal. She added that when we advocate for teachers, we advocate for students.

Board Members' Reports

Trustee Anderson attended a reception in honor of Supervisor Don Knabe, the Annual MESA kick-off event, High School Promise Committee meeting and the Cerritos College Culinary event.

Trustee Cuellar attended a reception in honor of Supervisor Don Knabe and an AASA Principal/Supervisor conference held at Progress Park.

Trustee Garcia attended a reception in honor of Supervisor Don Knabe and shared that Tepic Sister Cities will have a Halloween booth at the upcoming carnival and asked for everyone's support.

Trustee Hansen attended a reception in honor of Supervisor Don Knabe and shared he will be missed. She attended the Annual MESA kick-off event, High School Promise Committee meeting and the Cerritos College Culinary event.

Trustee Peña attended a reception in honor of Supervisor Don Knabe, he participated in an earthquake preparation meeting with the city, and the District's Strategic Planning Committee meeting.

Superintendent's Report

Superintendent Dr. Pérez highlighted a variety of items:

- ❖ Superintendent Pérez attended a reception in honor of Supervisor Don Knabe.
- ❖ Dr. Pérez shared that about 3,500 students recently participated in taking the PSAT and looks forward to receiving the results.
- ❖ Superintendent Pérez visited Los Cerritos School as the Rotary Club of Paramount and Vision to Learn were on site providing vision screening for all students.
- ❖ Superintendent Dr. Pérez shared that the District participated

- in the Great American Shakeout drill.
- ❖ Superintendent Pérez attended the MESA Kick-off event at PHS and was happy to share that there were over 450 students present.
 - ❖ Dr. Pérez shared that she will be traveling with the High School Promise committee members to visit High Tech High School and Del Lago High School.

Paramount High School – Xican@ Club

Angel Macias, 11th grade student at PHS introduced himself to the Board as the Club's president and founder.

Angel wished to thank the Club's advisors Joe Lopez and Ray Tellez, Tepic Sister Cities and Frank Barraza for their support of his Cabinet on starting the club. The Xican@ Club will have their installation ceremony on January 20, 2017 at the Paramount Park Community Center and extended the invitation to the Board. Angel shared that he has had the idea to start a club since his freshman year and his mother has always told him "where there is a will, there is a way". He believed that when students learn more about themselves, they feel proud and it empowers them.

He hopes the club will promote and spread awareness about student involvement and motivate higher education and added that thankfully at Paramount High School, they have all the resources available to further their education. Although the club is small, he hopes that one day hundreds of students will join and will change the lives of many and looks to serving other communities beyond Paramount.

Capitol Advisors Group, LLC

Kevin Gordon, President/Partner and David Lennix, Legal Counsel with Capitol Advisors Group provided the Board with Legislative and Fiscal information.

Mr. Gordon shared that he is feeling optimistic on the fiscal outlook. He added that Prop 55 which if passed will continue to support the upper end income tax that we had under Prop 30 which is very vital to avoid cuts to education.

He also shared that another important proposition on the ballot is Proposition 51 which is being supported by both Republicans and Democrats as well as the California Chamber of Commerce.

Mr. Lennix shared information on pensions and retirement as well as the after school program. CalPERS is looking at return rates while CalSTRS is looking at revising regulations regarding compensation and are looking at going back to the Board to clarify regulations. Another item being looked at is employer contributions.

For the after school program, he added that we want to continue to see and help run a well after school program. The Assembly proposed 73 million dollars and also would like to enhance the support already being received.

LCAP Progress and Metrics Update

Dr. Deborah Stark, Assistant Superintendent-Educational Services and Margarita Rodriguez, Director-Research, Assessment and Student Information provided the Board with information on updated academic data, activities and services implemented to date in 2016-17, future plans, and recent state level developments.

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

BOARD MEETING CALENDAR

There were no changes to the Board meeting calendar.

HEARING SECTION

During the hearing section there were three speakers wishing to address the Board.

Linda Warren, teacher at Roosevelt School addressed the Board to share concerns. She shared that she has been a site TAP representative for 5-6 years now. She added that teaching is a calling and teachers she has been speaking with feel like failures because they cannot keep up. They feel like they are not adequately trained and they do not get enough time to collaborate. They want to do everything that they can to help their students be successful. Teachers are dedicated and the risk is teacher burnout. She added that the concerns coming from Christine Barboza are being voiced by many.

Marisol Mejia, shared with the Board that she is a teacher in the District but has been in the District her whole life as a student and now a proud teacher. She shared that she wants to go into her classroom and have fun with her students. She added that the new programs are amazing, and wants to do the best for her students but with all the new things, they are not receiving the time and support and it is difficult to keep up and realizes that things slip and has missed teaching things. Her colleagues and herself are having to stay after school late to plan and figure out how they can extend, integrate and make things engaging for their students. She wants to have a healthy balance but it is a big struggle.

Heather Van Eede also a teacher at Jackson School at the 6-8 level who has also been in the District her whole life, is in attendance in support of the 4-5 teachers. She also loves going to work every day to teach and added that everything they do, they do for the kids. She added that she has noticed that her fellow 4-5 teachers are overwhelmed but also wished to acknowledge that at Jackson School, teachers receive support from the Administration at Jackson School. She knows that the 4-5 teachers do a great job, but it's important to support them.

CONSENT ITEMS 0.281

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

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

Human Resources

Personnel Report
16-06

Accepted Personnel Report 16-06, as submitted. The report includes details, assignments, terminations, and employment of personnel.

2.281 Certain assignments listed in this report may be contingent upon allocation of funding in the 2016-17 State Budget Act and related legislation.

Agreement with the Office of Administrative Hearings, Department of General Services of the State of California, to Conduct Teacher Hearing
2.281 Approved the services to be provided by the Office of Administrative Hearings, Department of General Services of the State of California, to conduct teacher hearings and issue proposed decisions.

Educational Services

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

Memorandum of Understanding with Tri City Consortium for Distribution of AB 104 Adult Education Block Grant Funds
3.281 Accepted the Memorandum of Understanding with Tri City Consortium for Distribution of AB 104 Adult Education Block Grant Funds for the 2016-17 school year.

Contract with California State University, Long Beach and the Math Engineering and Science Achievement Program
3.281 Ratified the contract with California State University, Long Beach for the MESA Program during the 2016-17 school year.

Professional Activities Report 16-01
3.281 Approved the Assistant Superintendent of Secondary Education, Director of Secondary Education, Administrators and CTE leadership teachers to attend an out-of-state conference.

Memorandum of Understanding with Los Angeles Cal-Student Opportunity and Access Program Consortium with Rio Hondo Community College
3.281 Approved the Memorandum of Understanding with Cal-Soap to provide the California Student Opportunity and Access Program at Paramount High School for 2016-17.

Business Services

Purchase Order Report 16-06
4. 281 Approved Purchase Order Report 16-05 authorizing the purchase of supplies, equipment, and services for the District.

Warrants for the month of September
4.281 Approved warrants for all funds through September with a total of \$14,187,722.14.

Acceptance of Donations Accepted the donations as presented on behalf of the District with any

4.281

bequests or gifts of money or property for a purpose deemed to be suitable by the District.

ACTION ITEMS

Human Resources

Presentation of Paramount Unified School District's Initial Reopener Proposal for the 2016-17 Collective Bargaining Agreement with the California School Employees Association, Chapter 447
2.282

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 5-0 to receive for public review the District's initial reopener proposal of the 2016-17 Collective Bargaining Agreement with the California School Employees Association, Chapter 447.

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

Public Hearing on the Paramount Unified School District's Initial Reopener Proposal for the 2016-17 for the Collective Bargaining Agreement with the California School Employees Association, Chapter 447
2.283

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to conduct a public hearing regarding the District's 2016-17 initial reopener proposal of the Collective Bargaining Agreement with the California School Employees Association, Chapter 447.

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

There were no speakers during the hearing section.

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 5-0 to close the public hearing regarding the District's 2016-17 initial reopener proposal of the Collective Bargaining Agreement with the California School Employees Association, Chapter 447.

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

University of La Verne - School District Partnership Agreement
2.284

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the agreement with the University of La Verne for participation in the School District Partnership.

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

Educational Services

K-12 Single Plans for Student Achievement
3.285

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the placement for a special education student in a nonpublic school, as determined by the student's Individual Education Plan for the 2016-17 school year.

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

Revised Board Policy 6161 – Equipment, Books and Materials
3.286

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to accept for second reading and adoption proposed revised Board Policy 6161 – Equipment, Books and Materials which reflects current State requirements.

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

Nonpublic School Placement
for Special Education
Students for 2016-17
3.287

Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the placement for special education students in nonpublic schools, as determined by the students' Individual Education Plan for the 2016-17 school year.

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

Attorney Fees and Settlement
Agreement for a Special
Education Student
3.288

Trustee Hansen moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve and authorize payment for attorney fees and resolution agreement for a special education student.

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

Attorney Fees and Settlement
Agreement for a Special
Education Student
3.289

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve and authorize payment for attorney fees and settlement agreement for a special education student.

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

Career Technical Education
Committee
3.290

Trustee Anderson moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the Career Technical Advisory Committee for the 2016-17 school year.

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

Metropolitan Water District of
Southern California Grant
awarded to Paramount High
School, Career Technical
Education (CTE)
3.291

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to accept award of \$2,500 from the Metropolitan Water District of Southern California for Paramount High School students to participate in the Solar Cup event.

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

Career Technical Education
Incentive Grant Award
3.292

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

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

Articulation Agreement for
CTE Engineering Design and
Development (Project Lead
The Way) Course with
Cerritos College
3.293

Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 to authorize the Credit by Examination Articulation Agreement for Engineering Design and Development course at Paramount High School.

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

Business Services

2016-17 Budget Adjustments
as of September 30, 2016
4.294

Trustee Cuellar moved, Trustee Hansen seconded, and the motion carried 5-0 to approve the 2016-17 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Child Development Fund, Cafeteria Fund, Building (Bond) Fund, Capital Facilities Fund, and School Facilities Fund.

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

Notice of Completion – Field
Service Contract
4.295

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to accept as completed the Field Service Contract for playground resurfacing at Alondra ECE and Zamboni ECE, 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

Agreement with TechNet for
Consultative Services
4.296

Trustee Hansen moved, Trustee Anderson seconded and the motion carried 5-0 to approve technology services and network consulting with TechNet for the implementation and deployment of computers, Chromebooks, and network systems, and the review of the District's technical plan and needs. Authorize the Superintendent or designee to execute all necessary documents.

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

CONFERENCE ITEMS

Educational Services

Revised Board Policy 1250 –
Community Relations Visits to
the Schools

The Board accepted for first reading proposed revised Board Policy 1250 – Community Relations Visits to the Schools.

INFORMATION ITEMS

Educational Services

Program Improvement Year 3
Progress Report

The Board received as information Program Improvement Year 3 Progress Report.

Business Services

Monthly Financial
Statements, September 2016

The Board received as information a Financial Statement for each fund for the months of July to September 2016.

Monthly Financial
Statements, September 2016
– Special Education

The Board received as information a Financial Statement for Special Education for each fund for the months of July to September 2016.

Monthly Financial
Statements, September 2016
– Self-Insurance Fund –
Health and Welfare

The Board received as information in J-200 format a Financial Statement for each fund for the months of July to September 2016.

Average Daily Attendance
Summary Report through
September 9, 2016 and the
First Monthly School
Enrollment Report

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

ANNOUNCEMENTS

President Peña reported that the next Regular Meeting would be Monday, November 14, 2016, 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 7:22 p.m. to discuss conference with labor negotiator, conference with legal counsel-anticipated litigation, student discipline and governance team items.

OPEN SESSION

The Board reconvened to Regular Session at 8:01 p.m. President Peña reported that they discussed public employee performance/evaluation (Principal), conference with labor negotiator, conference with legal counsel-anticipated litigation, student discipline and governance team items.

The following action was taken in Closed Session:

Student Discipline
Student O-O-D-E-1
3.297

Trustee Garcia moved, Trustee Hansen seconded, and the motion carried 5-0 to not admit, and refer student O-O-D-E-1 to Los Angeles County Community Day School for the first semester of the 2016-17 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 October 24, 2016 at 8:01 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: November 14, 2016
SUBJECT: Personnel Report 16-07

BACKGROUND INFORMATION:

Following is Personnel Report 16-07, which reports details of personnel assignments, employment and terminations.

POLICY/ISSUE:

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

FISCAL IMPACT:

As indicated in the following personnel report.

STAFF RECOMMENDATION:

Accept Personnel Report 16-07 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 2016-17 State Budget Act and related legislation.

PREPARED BY:

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

DISTRICT PRIORITY 1:

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

CONSENT ITEM: 2.1-C

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u>						
*Mendez, Jovani	Teacher Temporary	Educational Services	A-1	<u>ANNUAL</u> \$50,692 LCAP**	10-24-16	06-30-17
*Ashenden, Alicia	Counselor Temporary	Paramount High-Senior	Sch. S A-1	\$50,602 General Fund/ Special Education	10-13-16	06-30-17
*Hodges, Brian	Teacher Temporary	Zamboni	A-1	\$50,692 Special Education	10-19-16	06-30-17
*Barboza, Ysamar Cervantes, Guillermina	Substitute Teacher on-call, as needed	District		<u>DAILY</u> \$150 General Fund	10-19-16 11-15-16	
*Chavez, Brenda					10-27-16	
*De Avila, Rodrigo					10-26-16	
*Dolores, Yanelly					10-20-16	
*Estrada, Marilyn					11-01-16	
*Flores, Alejandra					11-14-16	
*Mora, Jerardo					10-18-16	
*Solis, Sylvia					10-17-16	
*Trice, Annetta					10-28-16	
<u>ASSIGNMENT CHANGE</u>						
<u>Decrease in Work Schedule</u>						
*Cucchi, Jennifer	Teacher 100% to 50%	Mokler		\$35,398 General Fund	08-15-16	06-30-17
*Ingle, Lynessa	Teacher 100% to 50%	Mokler		\$44,677 General Fund	08-15-16	06-30-17

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ASSIGNMENT CHANGE</u>						
<u>Decrease in Work Schedule</u>						
<u>continued</u>						
*Reed, Monique	Teacher 100% to 80%	Paramount High-Senior		<u>ANNUAL</u> \$53,940 General Fund	08-15-16	06-30-17
*Tanimoto Matsuura, Aileen	Teacher 100% to 80%	Paramount High-Senior		\$78,392 General Fund	08-15-16	06-30-17
*Gray, Kelly	Counselor 100% to 50%	Paramount High-West		\$45,947 General Fund/ Special Education	07-01-16	06-30-17
*Ramirez, Sheryl	Counselor 100% to 50%	Paramount High-West		\$45,947 General Fund/ Special Education	07-01-16	06-30-17
*Garcia Dubon, Elizabeth	Teacher 100% to 80%	Wirtz		\$62,444 Special Education	08-15-16	06-30-17
<u>ADDITIONAL ASSIGNMENTS</u>						
*Gilreath, Pamela	Home/Hospital Teacher	Alternative Education		<u>HOURLY</u> \$38.00 General Fund	10-18-16	06-08-17
*Jackson, Joita	Home/Hospital Teacher	Special Education		\$38.00 Special Education	10-26-16	06-08-17
*Moreno, Margarita	Home/Hospital Teacher	Special Education		\$38.00 Special Education	10-18-16	06-08-17
*Saade, Marianna						
*Vazquez, Marcela	CELDT** Testing	Educational Services		\$38.00 Title I	10-05-16	12-31-16
*Toston, LaShonda	Partners in Learning Workshop Series for Students & Parents NTE 7 hrs.	Collins		\$38.00 Title I	10-18-16	05-23-17

*Ratification

**California English Language Development

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ADDITIONAL ASSIGNMENTS</u> <u>continued</u>				<u>HOURLY</u>		
*Bailey, Kim	Late Pick-Ups	Gaines ECE**		\$30.12	08-15-16	06-08-17
*Cabral, Belen	NTE 2 hrs. each			\$31.77		
*Figueroa, Anna				\$34.95		
*Frost, Rosalee				\$36.47		
*Garnett, Clauhdet				\$30.84		
*Landry, Charlene				\$34.95		
*Larson, Shirleen				\$31.96		
*Peraza, Damaris				\$27.91		
*Rodriguez, Angelica				\$33.81		
*Rodriguez, Manuela				\$33.81		
*Sahagun, Gloria				ECE		
*Cantafio, Maria	After School Intervention	Keppel		\$38.00	09-19-16	12-12-16
*Cervantes, Maria	NTE 150 hrs. total			LCAP***		
*Cuellar, Maricela						
*Davies, Hakeem						
*Fishing, Jeffrey						
*Garcia, Janet						
*Lamb, Joseph						
*Munoz, Gilbert						
*Olson, Natalie	Extended Day Session 1	Paramount High-Senior		\$38.00	10-03-16	12-16-16
*Roberts, Amber	NTE 1.5 hrs. each per day			LCAP		
*Walker, Jessica						
*Zwart, Michael						
<u>STIPEND</u>				<u>STIPEND</u>		
*Cruz Wahl, Rita	Curriculum Specialist	Human Resources		\$4,484	08-15-16	06-09-17
				LCAP		

*Ratification
**Early Childhood Education
***Local Control Accountability Plan

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>STIPEND</u> continued *Bodholdt, Megan *Hernandez, Julie *Ignash, Michelle *Kasper, Gina *Watkins, Laurie	Program Specialist	Special Education		<u>STIPEND</u> \$4,484 IDEA**	07-01-16	06-30-17

*Ratification

**Individuals with Disabilities Education Act

PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CERTIFICATED PERSONNEL

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>LEAVE OF ABSENCE WITHOUT PAY</u> Cortez Alvarado, Magdalena	Teacher	Collins	Family & Medical Leave Act	10-31-16	12-02-16

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Employment						
*Goodman, Isaiah	Custodian 8 hrs. per day/12 mo.	Operations	117-III	Monthly \$3,221 General Fund	11-01-16	
*Mac-Lean, Frances	School Health/Office Technician 8 hrs. per day/11 mo.	Keppel	116-I	\$2,847 General Fund	10-26-16	
*Ibarra, Marisol	Nutrition Services Worker 2 hrs. per day/10 mo.	Paramount High-Senior	109-I	25% of \$2,395 SNS**	10-14-16	
*Mendez, Valerie	Library Technician 3 hrs. per day/10 mo.	Paramount High-Senior	116-I	37.5% of \$2,847 General Fund	10-31-16	
*Garcia, Maria	Nutrition Services Worker 2 hrs. per day/10 mo.	Paramount High-West	109-I	25% of \$2,395 SNS	10-21-16	
*Veliz, Rosenda	Nutrition Services Worker 2 hrs. per day/10 mo.	Paramount High-West	109-I	25% of \$2,395 SNS	10-14-16	
*Cordova, Aura	Nutrition Services Worker 2 hrs. per day/10 mo.	Zamboni	109-I	25% of \$2,395 SNS	10-14-16	
*Gilbeau, LaJuana	Instructional Assistant – Sp. Ed. 3 hrs. per day/10 mo.	Zamboni	112-III	37.5% of \$2,847 Special Education	10-17-16	
*Vidal, Valeria	School Health/Office Technician 8 hrs. per day/11 mo.	Zamboni	116-I	\$2,847 General Fund	10-27-16	
Promotion						
*Real, Lisbeth	Student Data Technician 8 hrs. per day/11 mo.	Keppel	119-I	Monthly \$3,066 General Fund/ EIA- LEP***	10-28-16	

* Ratification

** Student Nutrition Services

*** General Fund/Economic Impact Aid-Limited English Proficient

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>Promotion</u> continued *Ortega, Saidy	Technology Instructional Assistant 6 hrs. per day/ 10 mo.	Paramount High-Senior	118-III	<u>Monthly</u> 75% of \$3,302 LCAP**	10-27-16	
<u>Reinstatement to previous position</u> *Padilla, Lilly	Senior School Office Assistant 8 hrs. per day/ 12 mo.	Paramount High-West	218-V	<u>Monthly</u> \$3,724*** General Fund	10-26-16	
<u>Short Term</u> *Aliimatafitafi, Ruby *Beltran, Jessica *Brown, Nicole	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day each	Special Education	112-I	<u>Hourly</u> \$14.88 Special Education	10-14-16 10-14-16 11-03-16	12-16-16
*Gastelum, Nia *Marquez-Campos, Veronica	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Special Education	115-I	\$16.03 Special Education	10-25-16 10-14-16	12-16-16
*Marquez-Campos, Veronica *Nikolau, Andriana	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day each	Community Day School	112-I	\$14.88 Special Education	10-24-16 10-25-16	12-16-16
*Alarcon, Stephanie	Instructional Assistant NTE 3 hrs. per day	Collins School	111-I	\$14.52 Title I	10-13-16	12-16-16
*Fernandez, Krystal *Godinez, Wendy	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Lincoln	115-I	\$16.03 Special Education	10-24-16 10-14-16	12-16-16
*Celis, Emely	Counseling Assistant NTE 3.5 hrs. per day	Los Cerritos	123-I	\$19.52 LCAP	08-17-16	12-31-16
*Gallardo, Brianna *Perry, Daranisha *Robledo, Javier	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Los Cerritos	115-I	\$16.03 Special Education	10-17-16 10-25-16 10-25-16	12-16-16

* Ratification

** Local Control Accountability Plan

*** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Short Term <u>continued</u> *Bravo, Rafael	Instructional Assistant - Sp. Ed. NTE 3 hrs. per day	Paramount High-West	112-I	Hourly \$14.88 Special Education	10-14-16	12-16-16
*Fox, Andrea *Medel Sanchez, Rosana	Office Assistant NTE 50 hrs. each	Paramount High-West	116-III 116-I	\$18.14 \$16.43 General Fund	09-27-16 10-04-16	10-31-16 10-14-16
*Williams, Yashica	Campus Security NTE 8 hrs.	Paramount High-West	118-I	\$17.26 General Fund	10-05-16 only	
Substitute, On Call *Arellano Najar, Olga *Gonzalez, Berenice *Lizarraga, Heliodoro *Lozada, Maria *Mejia-Alarcon, Yolanda *Soto-Flores, Sandra *Vallejo Ceballos, Ada	Nutrition Services Worker	Student Nutrition Services	109-I	Hourly \$13.82 SNS	10-21-16 10-28-16 10-31-16 10-19-16 10-26-16	
*Pigeo, Darius	Noon Duty Aide	Alondra		\$10.50 General Fund	10-27-16	
*Carpio, Maria	Noon Duty Aide	Hollydale		\$10.50 General Fund	10-19-16	
*Hernandez, Griselda	Noon Duty Aide	Jackson		\$10.50 General Fund	10-26-16	
*Bojorquez, Julie	Noon Duty Aide	Jefferson		\$10.50 General Fund	10-21-16	
*Harlan, Martha *Romero Pimentel, Mirella	Noon Duty Aide	Zamboni		\$10.50 General Fund	10-19-16 10-11-16	

* Ratification

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
College Tutor *Lopez, Tatiana	College Tutor NTE 8 hrs. per week	Jackson		Hourly \$13.50 LCAP	11-02-16	12-16-16
*Cabrerera, Doreen	College Tutor NTE 8 hrs. per week	Paramount High-Senior		\$13.50 LCAP	11-03-16	12-16-16
*Avila, Johnny	College Tutor NTE 8 hrs. per day	Paramount Park		\$13.50 LCAP	11-07-16	12-16-16
<u>WORKING OUT OF CLASSIFICATION</u>				Monthly		
*Lopez, Alfredo	Director of Research & Evaluation NTE 8 hrs. per day	Educational Services	Sch. 2 414-I	\$9,929** LCAP	12-01-16	03-31-17
*Beltran Felix, Luis	Vehicle & Equipment Mechanic NTE 8 hrs. per day	Operations	133-I	\$4,333 Restricted Routine Mainten- ance	10-03-16	10-31-16
*Mendoza, Jesus	Grounds Maintenance Worker/Equipment Operator NTE 8 hrs. per day	Operations	121-I	\$3,221 Restricted Routine Mainten- ance	10-03-16	10-31-16
*Castaneda, Arturo	Director of Technology/Info. Sys. NTE 8 hrs. per day	Technology	Sch. 2 314-I	\$9,846** General Fund/ Targ. Instr. Improv. Blk. Grant	10-10-16	12-16-16
<u>ASSIGNMENT CHANGE</u> <u>Voluntary Increase in Work Hours</u>				Monthly		
*Salazar, Araceli	Nutrition Services Worker 3 ¾ hrs. per day/10 mo.	Student Nutrition Services	109-III	46.88% of \$2,644 SNS	10-14-16	

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-07
 NOVEMBER 14, 2016
 CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>Voluntary Increase in Work Months</u> *Arroyo, Bertha	School Health/Office Technician 8 hrs. per day/12 mo.	Paramount High-West	416-V	<u>Monthly</u> \$3,589**		

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 16-07
NOVEMBER 14, 2016
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>RESIGNATION</u> Flores, Claudia	Student Information Systems Specialist	Educational Services	Personal	11-04-16	
Hernandez, Michelle	Instructional Assistant – SE/SH	Alondra	Personal	11-01-16	
Polanco, Emily	Substitute Noon Duty Aide	Collins	Personal	10-10-16	
Garcia, Maria	Noon Duty Aide	Los Cerritos	Personal	06-17-16	
Gonzalez, Ana	Instructional Assistant – Sp. Ed.	Paramount High-Senior	Personal	10-14-16	
Herrera-Ortega, Marisol	Instructional Assistant – Sp. Ed.	Paramount High-Senior	Personal	10-21-16	
Rodriguez, Daniel	College Tutor	Paramount High-Senior	Personal	10-20-16	
Morales, Cristina	Instructional Assisant – Sp. Ed.	Zamboni	Personal	10-28-16	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: November 14, 2016
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 service is requested:

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
1	eSchool Solutions PC 16-1775	On August 8, 2016, a consultant request was approved for eSchool Solutions to provide software, training, and ongoing support for operation of the Substitute Employee Management System. As we add new classifications of employees such as Instructional Assistants, it is necessary to expand our contract to include more employee groups.	Human Resources Requested by: Myrna Morales	January 1 through June 30, 2017	Not to exceed \$2,400 from General Fund

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

As indicated above.

STAFF RECOMMENDATION:

Approve the Consultant Services Request authorizing contracts with consultants or independent contractors who provide specialized services, as submitted.

PREPARED BY:

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.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: November 14, 2016
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 PC16-1769	Ratify consultant to provide six-week session courses for African American students at four middle schools. This course will teach students critical literacy skills and raise awareness about college preparation. In addition to instructing students, staff training will be provided at Jackson.	Alondra Jackson P. Park Zamboni Requested by: Deborah Stark	October 7, 2016 through June 30, 2017	Not to exceed \$27,850 from LCAP funds and Site funds
2	STAR Education PC16-1770	Consultant to provide one workshop to GATE students in grades 3-5. 120 students	Harry Wirtz School Requested by: Connie Toscano	December 3, 2016	Not to exceed \$3,000 paid from GATE funds

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
3	Teaching Strategies, Inc. PC16-1701	Addendum to the contract with Teaching Strategies Inc. to provide K-12 professional development on Safe & Civil Schools. An additional \$7,500 is needed to cover the original contract.	Student Services Requested by: Manuel San Miguel	15 training days between October 1, 2016 through June 30, 2017	\$7,500 additional funds for a total of \$70,500 from LCAP Supplemental/ Concentration funds
4	Autism Spectrum Therapies PC16-1711	On May 25, 2016, a request for Autism Spectrum Therapies consultant to provide in-home applied behavior analysis services, direct supervision and consultation for students with autism was approved. Due to an increase of assessments and consultation for students it is necessary to request an additional \$25,000.	Special Education Requested by: Kimberly Cole	November 15, 2016 through June 30, 2017	\$25,000 additional funds for a total of \$50,000 from Special Education funds
5	Hollar Speech and Language Therapy PC16-1771	Consultant to provide Independent Education Evaluation Speech and Language assessment per resolution agreement at District's expense.	Special Education Requested by: Kimberly Cole	November 15, 2016 through June 30, 2017	Not to exceed \$3,000 from Special Education funds
6	Susanne Smith Roley PC16-1772	Consultant to provide Independent Education Evaluation for Occupational Therapy assessment per resolution agreement at District's expense.	Special Education Requested by: Kimberly Cole	November 15, 2016 through June 30, 2017	Not to exceed \$2,500 from Special Education funds

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
7	Pivot Learning Partners PC16-1737	A contract with Pivot Learning Partners for professional development and coaching was approved on June 8, 2016. This addendum to the original contract will provide coaching support for two new administrators. Pivot will provide a total of six additional days of coaching on leadership topics	Educational Services Requested by: Deborah Stark	November 28, 2016 through June 30, 2017	\$10,828 from Educator Effectiveness 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: November 14, 2016
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	Irvine, CA	Paramount High School students will participate in Junior Statesmen of America conference. Students will have the opportunity to debate current issues and voice their opinions on topics that cause division and controversy throughout the country. 19 students and 2 chaperones	Paramount High School Requested by: Greg Buckner	November 19-20, 2016	Cost of trip is \$145 per student and will be paid through fund-raising activities

POLICY/ISSUE:

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

FISCAL IMPACT:

As indicated above

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: 3.2-C

Itinerary for Paramount High School
Junior Statesmen of America Conference
Irvine, CA
November 19-20, 2016

Saturday, November 19, 2016

- 7:30 a.m. Depart Paramount High School
- 8:15 a.m. Arrive at Irvine Marriott
- 8:45 a.m. Registration
- 10:00 a.m. Opening Session and Keynote Speaker
- 11:15 a.m. Block I – Teacher Advisor Meeting and Workshops
- 12:00 p.m. Lunch
- 1:30 p.m. Block II – Assembly Meeting, Novice Debate, Thought Talk
- 2:20 p.m. Block III – Assembly Meeting, Novice Debate, Thought Talk
- 3:30 p.m. Block IV – Teacher Advisor Reception
- 4:30 p.m. Block V – Resolved, Thought Talk
- 6:00 p.m. Dinner
- 8:00 p.m. Regional Caucus
- 8:30 p.m. Night time activities
- 12:00 p.m. Lights out

Sunday, November 20, 2016

- 8:30 a.m. Breakfast
- 9:00 a.m. Block VI – Summer School Information Session
- 10:30 a.m. Activism Block/Political Fair
- 11:20 a.m. Lunch
- 1:00 p.m. Block VII Resolved, Thought Talk
- 2:00 p.m. Closing Session
- 3:00 p.m. Depart Irvine
- 4:00 p.m. Arrive at Paramount High School

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Purchase Order Report 16-07

BACKGROUND INFORMATION:

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

2016/2017

1. Ratified Orders- Adult Education	11,636.60
2. Authorized Orders – Adult Education	10,683.75
3. Ratified Orders- Cafeteria Fund	3,602.88
4. Authorized Orders- Capital Facilities Fund	47,927.10
5. Ratified Orders- Child Development Fund	1,745.09
6. Ratified Orders – General Fund	84,348.18
7. Authorized Orders – General Fund	73,812.60
8. Ratified Orders – LCAP	24,360.49
9. Authorized Orders – LCAP	199,891.23
	Subtotal \$ 458,007.92
10. Ratified Orders (Under \$1,500)	59,919.36
TOTAL OF ALL ORDERS	\$ <u>517,927.28</u>

POLICY/ISSUE:

Board Policy 3300 - Expenditures and Purchases

FISCAL IMPACT:

As indicated above

STAFF RECOMMENDATION:

Approve Purchase Order Report 16-07 authorizing the purchase of supplies, equipment, and services for the District.

CONSENT ITEM: 4.1-C

PREPARED BY:

Cindy DiPaola, Director-Operations

DISTRICT PRIORITY 9:

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

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

November 14, 2016

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
17-00237	STAPLES	Keppel Elementary School	Annual: online ordering (increase purchase order from \$4,600 to \$6,600)	\$2,000.00
17-00374	ALBERTSON'S MARKET	Paramount High School	Annual: meeting supplies (increase purchase order from \$2,500 to \$4,000)	\$1,500.00
17-01143	APPLE, INC.	Gaines Elementary School	Ipads (3)	\$1,545.33
17-01159	BELLFLOWER MUSIC CENTER	Paramount High School	Music instrument parts & repairs (34)	\$2,286.00
17-01166	BELLFLOWER MUSIC CENTER	Jackson Middle School	Annual: music supplies	\$4,500.00
17-01173	STAPLES	Business Services	Annual: online ordering	\$1,500.00
17-01176	SCHOOL SPECIALTY	Paramount High School	Classroom materials	\$1,604.75
17-01184	ORTIZ LED SOLUTIONS	Maintenance & Operations	Annual: LED electrical supplies	\$4,000.00
17-01193	FOURSQUARE CHURCH	Business Services	Keppel: parking permit fees	\$3,600.00
17-01214	PAR, INC	Special Education	Psychological assessments	\$3,318.75
17-01223	ARETE DIGITAL IMAGING	Maintenance & Operations	School mural and award logos: Collins, Hollydale, Jefferson, Keppel, Mokler	\$40,275.50 *
17-01230	KIS COMPUTER CENTER	Wirtz Elementary School	LCD projectors (5)	\$3,428.05
17-01235	MAMBA GAGA, LLC	Jackson Middle School	PE equipment	\$4,505.50
17-01256	KIS COMPUTER CENTER	Roosevelt Elementary School	Printers (2) & supplies	\$1,702.58
17-01257	KIS COMPUTER CENTER	Roosevelt Elementary School	Printers (6) & supplies	\$3,008.40
17-01259	PEARSON	Special Education	Psychological assessments	\$2,886.87
17-01260	PEARSON	Special Education	Psychological assessments	\$4,993.24
17-01262	AARON BROTHERS	Paramount High School	Annual: art supplies	\$1,500.00
17-01267	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$8,031.94 *
17-01268	PRINTTIO LARGE FORMAT PRINTING	Maintenance & Operations	Measure I potential project information banners (28)	\$4,000.00
17-01272	INK HEAD DESIGN & PRINTS	Mokler Elementary School	School uniforms (332)	\$3,525.06
17-01278	GOVERNMENT JOBS, INC.	Maintenance & Operations	Job posting subscription fees	\$2,950.00
17-01284	LAKESHORE LEARNING MATERIALS	Special Education	Classroom materials	\$2,441.16
17-01295	VIRCO INC	Paramount Park Middle School	Student chairs (45)	\$2,814.98
17-01304	SPECIAL EDUCATION LAW FIRM, APC	Special Education	Settlement fees	\$5,750.00 *
17-01311	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$6,025.25 *
17-01312	PEARSON	Special Education	Psychological assessments	\$1,652.10
17-01318	DENRAM GRAPHICS & PRINTING	Maintenance & Operations	Warehouse stock	\$8,494.64 *
17-01324	KIS COMPUTER CENTER	Paramount High School West	Notebook computers (6)	\$5,235.27 *
17-01326	KIS COMPUTER CENTER	Paramount Park Middle School	Computers (2)	\$2,925.19

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

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

November 14, 2016

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
17-01327	PRUDENTIAL OVERALL SUPPLY	Paramount High School West	Annual: entrance mats	\$3,684.72
17-01328	RENAISSANCE LEARNING, INC.	Keppel Elementary School	Subscription renewal: Accelerated Reader (360), STAR Reader (360), & hosting fee	\$4,289.00
17-01329	RENAISSANCE LEARNING, INC.	Gaines Elementary School	Subscription renewal: Accelerated Reader (400), STAR Reader (400), & hosting fee	\$4,099.00
17-01338	APPERSON PRINT MANAGEMENT SERVICES	Maintenance & Operations	Warehouse stock	\$4,087.50
010 - General Fund - LCAP				
17-01160	ALLWOOD	Maintenance & Operations	Collins: install office counter tops & swing gate	\$4,731.00
17-01161	HOBSONS DIGITAL MEDIA, INC.	Secondary Ed Services	College & career readiness software	\$3,758.58
17-01165	BIG JOE LIFT TRUCKS, INC.	Maintenance & Operations	Replace pallet jack	\$4,838.68
17-01189	APPLE, INC.	Paramount High School	Computers (15)	\$23,424.15 *
17-01254	KIS COMPUTER CENTER	Lincoln Elementary School	Notebook computers (37), headphones (37) & charger cart	\$28,325.29 *
17-01255	KIS COMPUTER CENTER	Tanner Elementary School	Printers (5) & supplies	\$2,507.00
17-01265	VAN DIEST BROTHERS, INC.	Maintenance & Operations	Zamboni: repair of backflow device	\$10,407.00 *
17-01271	FOLLETT LIBRARY BOOK COMPANY	Educational Services	Library books (144)	\$2,728.51
17-01292	STAPLES	Lincoln Elementary School	Print cartridges (60)	\$2,389.72
17-01302	APEX AUDIO	Maintenance & Operations	Paramount High School: outdoor speakers (4)	\$8,271.79 *
17-01340	KIS COMPUTER CENTER	Maintenance & Operations	Charging carts (12)	\$19,620.00 *
17-01341	KEN PORTER AUCTIONS	Maintenance & Operations	Annual: vehicle replacement	\$45,000.00 *
17-01343	USC ROSSIER SCHOOL OF EDUCATION	K-5 Schools and Innovative Programs	Professional development grades 3-5 GATE teachers	\$68,250.00 *
110 - Adult Education Fund				
17-01162	DIGICAL	Adult Education	Tri city consortium web design	\$3,250.00
17-01164	ASHLEY RUIZ	Adult Education	Tri City Adult Education consortium fees	\$2,500.00
17-01225	KIS COMPUTER CENTER	Adult Education	Computers (3), printer, & supplies	\$4,132.18
17-01306	DIGICAL	Adult Education	Tri city consortium web design	\$5,250.00 *
17-01320	PEARSON	Adult Education	Side by Side workbooks (50)	\$1,754.42
17-01339	CERTIPORT	Adult Education	Computer fundamentals site license renewal	\$5,433.75 *
120 - Child Development Fund				

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

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

November 14, 2016

PO Number	Vendor	Site	Description	Total Amount
120 - Child Development Fund				
17-01226	KIS COMPUTER CENTER	ECE - Gaines	Notebook computers (2)	\$1,745.09
130 - Cafeteria Fund				
17-01239	ABC SCHOOL EQUIPMENT	Nutrition Services	Cafeteria tables (4)	\$3,602.88
250 - Capital Facilities Fund				
17-00483	CALIFORNIA MARQUEE	Maintenance & Operations	Paramount High School: marquee pole (increase purchase order from \$13,657.25 to \$19,087.35)	\$5,430.10 *
17-01198	FIELDTURF USA, INC.	Maintenance & Operations	Paramount High School & Jackson: artificial turf sweeping system units (2)	\$11,227.00 *
17-01276	LEW EDWARDS GROUP	Business Services	Professional services (Board approved: 9/12/16)	\$25,000.00 *
17-01345	MIRACLE PLAYGROUND SALES	Maintenance & Operations	Zamboni: outdoor lunch tables (4)	\$6,270.00 *

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

Paramount Unified School District

2016/2017

Purchase Orders To Be Ratified and Authorized

November 14, 2016

PURCHASE ORDER SUMMARY BY FUND

199 Purchase orders for a total of **\$517,927.28**

010 - General Fund	To Be Authorized	\$73,812.60
	To Be Ratified Over \$1,500	\$84,348.18
	To Be Ratified Under \$1,500	\$51,315.48
	Fund Total	\$209,476.26
010 - General Fund - LCAP	To Be Authorized	\$199,891.23
	To Be Ratified Over \$1,500	\$24,360.49
	To Be Ratified Under \$1,500	\$3,086.94
	Fund Total	\$227,338.66
110 - Adult Education Fund	To Be Authorized	\$10,683.75
	To Be Ratified Over \$1,500	\$11,636.60
	To Be Ratified Under \$1,500	\$3,242.65
	Fund Total	\$25,563.00
120 - Child Development Fund	To Be Ratified Over \$1,500	\$1,745.09
	To Be Ratified Under \$1,500	\$1,607.99
	Fund Total	\$3,353.08
130 - Cafeteria Fund	To Be Ratified Over \$1,500	\$3,602.88
	To Be Ratified Under \$1,500	\$666.30
	Fund Total	\$4,269.18
250 - Capital Facilities Fund	To Be Authorized	\$47,927.10
	Fund Total	\$47,927.10

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Warrants for the Month of October 2016

BACKGROUND INFORMATION

The following warrants were issued during the month of October:

FUNDS	REGISTER NO.		AMOUNT
<u>GENERAL FUND (01)</u>			
Certificated Salaries	E4F/295	\$	6,866,477.76
Classified Salaries	284/299	\$	2,863,858.40
Commercial Warrants	23278490/23346112	\$	2,427,295.53
TOTAL GENERAL FUND		\$	<u>12,157,631.69</u>
<u>ADULT EDUCATION FUND (11)</u>			
Certificated Salaries	C1C/C5C	\$	120,346.55
Classified Salaries	E4F/H1G	\$	50,068.68
Commercial Warrants	23278490/23346112	\$	61,305.20
TOTAL ADULT EDUCATION FUND		\$	<u>231,720.43</u>
<u>CHILD DEVELOPMENT FUND (12)</u>			
Certificated Salaries	C1C/C5C	\$	60,061.71
Classified Salaries	E4F/H1G	\$	63,910.68
Commercial Warrants	23278490/23346112	\$	1,592.39
TOTAL CHILD DEVELOPMENT		\$	<u>125,564.78</u>
<u>BUILDING (BOND) FUND (21)</u>			
Commercial Warrants	23278490/23346112	\$	16,650.00
TOTAL BUILDING (BOND) FUND		\$	<u>16,650.00</u>
<u>CAPITAL FACILITIES FUND (25)</u>			
Classified Salaries		\$	
Commercial Warrants	23278490/23346112	\$	0.00
TOTAL CAPITAL FACILITIES FUND		\$	<u>0.00</u>

CONSENT ITEM: 4.2-C

SCHOOL FACILITIES FUND (35)

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

CAFETERIA FUND (13)

Classified Salaries	284/H1G	\$	331,157.81
Commercial Warrants	23278490/23346112	\$	413,071.24
TOTAL CAFETERIA FUND		\$	<u>744,229.05</u>

SELF-INSURANCE FUND - H & W (67.0)

Commercial Warrants	23278490/23346112	\$	305.00
TOTAL SELF-INSURANCE FUND - H & W		\$	<u>305.00</u>

SELF-INSURANCE FUND - Workers' Comp (67.1)

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

SELF-INSURANCE FUND - Early Retirees (67.2)

Commercial Warrants	23278490/23346112	\$	3,966.56
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	<u>3,966.56</u>

REVOLVING CASH FUND

Commercial Warrants	8895/8964	\$	26,675.76
TOTAL REVOLVING CASH FUND		\$	<u>26,675.76</u>
TOTAL WARRANTS ALL FUNDS		\$	<u><u>13,306,743.27</u></u>

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 October with a total of \$13,306,743.27.

PREPARED BY:

Patricia Tu, Director of 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: November 14, 2016
SUBJECT: Acceptance of Donations

BACKGROUND INFORMATION:

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

The following donations have been presented to the District:

1. The District received a donation totaling \$280.00 from Wells Fargo's *Matching Gifts Program*. This donation will be designated for the students of Wirtz School to support student incentives.
2. The District received a donation of \$300.00 from Rita Miller to the Delores Stephens Library in memory of Troy Stephens. This donation will be designated for the purchase of educational materials for the Library.

For the current 2016-17 fiscal year through November 14, 2016, the District has received an estimated total, which includes the above amounts, of \$17,178.20 in gifts, grants, and bequests.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants, and Bequests

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

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

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 9:

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

CONSENT ITEM: 4.3-C

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
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 contracted services are requested:

	Consultant	Services to be Provided/ Audience	Site/ Requested for	Time Period	Cost/ Funding Source
1	Knott's Berry Farm	Sadie Hawkins Event and buffet	Paramount High School Requested by: Ruben Frutos	December 10, 2016	\$59.08 per student to be paid from student funds

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Approve the Consultant Services request authorizing contracts with consultants or independent contractors who provide specialized services.

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: Myrna Morales, Assistant Superintendent – Human Resources
DATE: November 14, 2016
SUBJECT: Resolution 16-14: Teachers Instructing Single Subject Classes per Education Code 44263

BACKGROUND INFORMATION:

Education Code Section 44263 authorizes the holder of a basic teaching credential to instruct, by resolution of the Governing Board and with consent of the teacher, in a departmentalized class. The teacher must have completed 9 semester units of only upper division/graduate college coursework or 18 diverse semester units in the subject to be taught.

Following the resolution is a list of secondary school credential holders who have met the 9- or 18-unit requirement. Board approval is effective for the entire 2016-17 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44263 – Assignment to Single Subject Class

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 16-14: Teachers Instructing Single Subject Classes per Education Code Section 44263 for the 2016-17 school year.

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: 2.1-A

RESOLUTION 16-14
TEACHERS INSTRUCTING SUBJECTS PER EDUCATION CODE 44263
SINGLE SUBJECT

WHEREAS, it is highly desirable to employ subject matter specialists to teach certain specific courses at the secondary levels;

WHEREAS, the teaching assignments in some specialized subject areas may not encompass a full teacher load;

WHEREAS, it is necessary to provide full-time regular employment to attract and hold teachers with “specialized preparation” for certain subjects;

WHEREAS, the Standard Secondary and Single Subject Teaching Credentials list the authorization “... to teach by resolution of the Governing Board on a yearly basis, any subject in grades seven through twelve in which the holder has completed either 18 diverse semester [units] of coursework or 9 semester [units] of upper division or graduate coursework.”

THEREFORE, BE IT RESOLVED that the Board of Education of the Paramount Unified School District hereby authorizes the service of the attached named teachers who are assigned a subject area not shown as a major, minor or subject on the teaching credential as herein listed as a part of the regular teaching assignment during the 2016-17 school year.

APPROVED AND ADOPTED this 14th day of November 2016, by the Board of Education of the Paramount Unified School District.

Tony Peña, President
Board of Education

SINGLE SUBJECT CREDENTIALS

Ed Code 44263 allows the holder of a teaching credential to serve, by resolution of the Governing Board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of coursework, or nine semester units upper division or graduate course work, in the subject to be taught.

2016-2017

Buena Vista		
Name	Credential	Subject Authorization
De Leon, Elda	Clear Single Subject Math	Physics
Ferrer, Lisa	Clear Single Subject Bio Science	Art
Jackson, Joseph	Clear Multiple Subject	Math

Jackson		
Name	Credential	Subject Authorization
Taracena, Natalie	Preliminary Single Subject Foundational Level General Science	Math

PHS - West		
Name	Credential	Subject Authorization
Mendoza, Carolina	Preliminary Single Subject Biological Science	Earth Science

PHS		
Name	Credential	Subject Authorization
Guggiana, John	Clear Single Subject Business, Introductory PE	Math Applications
Martinez, Javier	Clear Single Subject Social Science	Video Technology
Teeples, John	Clear Single Subject Physical Science	Chemistry
Stark, Shelly	Clear Single Subject Social Science, Supplemental Authorization Intro English	Language Arts
Lamphear, Shirley	Clear Multiple Subject Supplemental Spanish	Spanish
Thrasher-Hernandez, Norma	Clear Multiple Subject Supplemental Math	Math
Ryan, Daniel	Clear Single Subject PE	Social Science

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: November 14, 2016
SUBJECT: Resolution 16-15: Teachers Instructing Departmentalized Single Subject Classes per Education Code 44256(b)

BACKGROUND INFORMATION:

Education Code Section 44256(b) authorizes the holder of a multiple subject (or standard elementary) school credential to instruct, by resolution of the Governing Board and with consent of the teacher, in a departmentalized single subject class if the teacher has completed 20 semester units of college coursework in the specific subject.

Following the resolution is a list of multiple subject school credential holders who have met this 20 semester unit requirement. Board approval is effective for the entire 2016-17 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44256(b) – Assignment to Departmentalized Single Subject Class

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 16-15: Teachers Instructing Departmentalized Single Subject Classes per Education Code Section 44256(b) for the 2016-17 school year.

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: 2.2-A

RESOLUTION 16-15
TEACHERS INSTRUCTING SUBJECTS PER EDUCATION CODE 44256(B)
DEPARTMENTALIZED SINGLE SUBJECT

WHEREAS, it is highly desirable to employ broadly educated teachers to serve in departmentalized single subject classes;

WHEREAS, the Standard Elementary, or Multiple Subject Teaching Credentials authorize the holder "...to teach by resolution of the Governing Board on a yearly basis, in departmentalized single subject classes, when the holder has completed 20 semester [units] in specific subjects;"

THEREFORE, BE IT RESOLVED that the Board of Education of the Paramount Unified School District hereby authorizes the service of the attached named teachers who are holders of elementary level credentials to serve in departmentalized single subject classes during the 2016-17 school year.

APPROVED AND ADOPTED this 14th day of November 2016, by the Board of Education of the Paramount Unified School District.

Tony Peña, President
Board of Education

**MULTIPLE SUBJECTS
PER EDUCATION CODE 44256(B)**

Allows the holder of a multiple subject (or standard elementary) school credential to instruct, by resolution of the governing board and with consent of the teacher, in a departmentalized single subject class if the teacher has completed 20 semester units or college coursework in the specific subject.

2016-2017

Alondra		
Name	Credential Title	Grade Level/Subject
Granados, Veronica	Clear Multiple Subject	6/8 English

Hollydale		
Name	Credential Title	Grade Level/Subject
Wulkowicz, James	Clear Multiple Subject	6/8 Math

Jackson		
Name	Credential Title	Grade Level/Subject
Camp, Diana	Preliminary Multiple Subject	6/8 English
Durazzo, Robert	Clear Multiple Subject	6/8 Math
Goforth, Kimberly	Clear Multiple Subject	6/8 English
Johnson, Tina	Clear Multiple Subject	6/8 Social Science

Paramount Park		
Name	Credential Title	Grade Level/Subject
Hamilton, Joe	Clear Multiple Subject	6/8 Social Science
Johnson, Dolcey	Clear Multiple Subject Supplemental English	6/8 Social Science
Mireles, Amalia	Clear Multiple Subject	6/8 Art 6/8 Social Studies
Pierson, Jennifer	Clear Multiple Subject	6/8 English

Zamboni		
Name	Credential Title	Grade Level/Subject
Cabral, Edith	Clear Multiple Subject	6/8 Science
Hamilton, Alicia	Preliminary Multiple Subject	6/8 Science
Juarez, Jissell	Clear Multiple Subject	6/8 English
Mendez, Rose Mary	Clear Multiple Subject	6/8 English

**MULTIPLE SUBJECTS
PER EDUCATION CODE 44256(B)**

Allows the holder of a multiple subject (or standard elementary) school credential to instruct, by resolution of the governing board and with consent of the teacher, in a departmentalized single subject class if the teacher has completed 20 semester units or college coursework in the specific subject.

2016-2017

PHS West		
Name	Credential Title	Grade Level/Subject
Arriaga, Daniel	Clear Multiple Subject	9 Earth Science
Berkson, Jennifer	Clear Multiple Subject	9 English
Romero, Gabriela	Preliminary Multiple Subject	9 Earth Science

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: November 14, 2016
SUBJECT: Teachers Instructing Subjects per Education Code Section 44258.7(b) – Coaching

BACKGROUND INFORMATION:

Education Code Section 44258.7(b) authorizes districts to assign a full-time teacher who holds a teaching credential in a subject other than physical education to coach for only one period a day, a competitive high school sport for which students receive physical education credit. In order to qualify for the assignment, a teacher must have completed a minimum of 20 hours of first aid instruction appropriate for the specific sport. Action by the local Governing Board is required.

Following is a list of high school teachers who have met the 20 hours of first aid instruction requirement. Board approval is effective for the entire 2016-17 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44258.7(b) – Coaching by Nonphysical Education Credential Holders

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the list of teachers instructing subjects per Education Code Section 44258.7(b) – Coaching for the 2016-17 school year.

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

COACHING ASSIGNMENTS

EDUCATION CODE 44258.7(B) allows a full-time teacher who holds a credential in a subject other than physical education to coach a competitive sport for which the students receive physical education credit for one period a day, if the teacher has completed a minimum of 20 clock hours of first aid instruction appropriate to the specific sport. Action by the local board is required.

2016-2017

PHS		
Name	Credential	Sport
Bergamini-Guerrero, Roberto	Clear Single Subject Foreign Language: Spanish	Swim Team
Carmona, Angel	Clear Single Subject Music	Pageantry
Dominguez, Rachel	Preliminary Single Subject Health	Water Polo
Guggiana, John	Clear Single Subject Business	Tennis & Softball
Gwardys, Brandon	Clear Education Specialist Mild/Moderate	Girls Basketball
Howard, Matthew	Clear Single Subject Social Science	Football
Lopez, Rocio	Clear Single Subject Math	Cheerleading
Morelli, Anthony	Clear Single Subject Social Science	Football
Nastase, Brian	Preliminary Single Subject Social Science	Football
Park, Charles	Preliminary Single Subject Social Science	Volleyball
Peterson, Joseph	Clear Single Subject Industry & Technology, Intro Math	Cross Country
Tellez, Raymundo	Clear Single Subject Social Science	Baseball
Villasenor, Rafael	Clear Education Specialist Mild/Moderate	Soccer
Yakubovsky, David	Life Single Subject Industrial and Technology	Girls Soccer

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Second Amendment to Contract Amount for the California State
Preschool Program, 2016-17

BACKGROUND INFORMATION:

Resolution 15-40, Contract for the California State Preschool Program (CSPP), 2016-17 was originally approved by the Board of Education on June 22, 2016. The contract, CSPP-6218, was amended and board approved on September 26, 2016 in the amount of \$2,184,681. The California Department of Education has issued a second amendment to the CSPP-6218 contract for up to \$2,296,897. The second amendment is based on the Budget Act of 2016 that authorizes an increase for the Standard Reimbursement Rate. The District will be reimbursed at a maximum rate of \$40.45 per child per day of full day enrollment for 2016-17.

POLICY/ISSUE:

Board Policy 3230 - Categorical Funds

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Approve the second amended amount for the California State Preschool Program Contract due to reimbursement rate increase.

PREPARED BY:

Elida Garcia, Director-Early Childhood Education-Transitional Kindergarten

DISTRICT PRIORITY 1:

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

ACTION ITEM: 3.1-A

Paramount Unified School District

RESOLUTION 16-13

BE IT RESOLVED that the Governing Board of Paramount Unified School District authorizes entering into local agreement number CSPP-6218 and that the person who is listed below, is authorized to sign the transaction for the Governing Board.

The person listed below subject to availability:

NAME	TITLE	SIGNATURE
Deborah Stark	Assistant Superintendent - Educational Services	_____
Ruben Frutos	Assistant Superintendent - Business Services	_____

PASSED AND ADOPTED THIS 14th day of November, 2016 by the Governing Board of Paramount Unified School District of Los Angeles County, California.

I, Tony Peña, President of the Governing Board of Paramount Unified School District, of Los Angeles County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at the November 14, 2016 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Board President

Date

Paramount Unified Schools District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: *Arts for All* Advancement Grant Award

BACKGROUND INFORMATION:

In recognition of the District's commitment to the performing arts, the District has received notice of the *Arts for All* Advancement Grant Award from the Los Angeles County Arts Commission. This grant provides support for districts by placing artists directly in the classrooms to support Visual and Performing Arts standards as students:

- learn and use the vocabulary of the arts
- apply artistic processes and skills to create original works of arts
- apply what they learned across subject areas
- acquire 21st century learning skills of critical thinking, collaboration, communication and creativity

The *Arts for All* Advancement Grant Award will provide \$14,400 for K-5 students' Visual and Performing Arts instruction.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants and Bequests

FISCAL IMPACT:

Income of \$14,400 to restricted funds

STAFF RECOMMENDATION:

Accept the *Arts for All* Advancement Grant Award to provide K-5 students with Visual and Performing Arts instruction from September 2016 through June 2017.

PREPARED BY:

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

DISTRICT PRIORITY 1:

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

ACTION ITEM: 3.2-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: *Sea Change Staffing* Consultant

BACKGROUND INFORMATION:

Sea Change Staffing is a company that provides services in physical therapy, school-based occupational therapy, speech and language and education consulting. Due to the medical leave of a District occupational therapist (OT), *Sea Change Staffing* will provide an OT consultant to provide services for approximately 55 students per the Individual Education Program.

In addition, *Sea Change Staffing* will provide an education consultant to provide leadership support during a period of medical leave for the Director of Special Education. The consultant will support educational programs, due process procedures and department responsibilities.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

Not to exceed \$40,000 from Special Education funds

STAFF RECOMMENDATION:

Approve *Sea Change Staffing* to provide consultant services in two areas beginning November 28, 2016: 1) physical therapy, school-based occupational therapy, speech and language and 2) leadership support for the Special Education Department.

PREPARED BY:

Kimberly Cole, 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

Agreement for Consultant Services

This is an AGREEMENT between the PARAMOUNT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and **Sea Change Staffing, 4902 Scott St. Torrance, CA 90503** hereinafter referred to as "CONSULTANT," entered into as of the date of its execution.

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding an **Occupational Therapist and an Education Consultant** in accordance with directions as stipulated by the DISTRICT during the period beginning **November 28, 2016**, and ending **June 30, 2017**. Said duties shall include, but not be limited to:

The CONSULTANT will **provide 1 occupational therapist to provide services for students per the Individual Education Program. In addition it will provide and education consultant to provide leadership support.**

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

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

After all services have been performed, the Board of Education may request a written summary report of the service, including comments on the degree of the objective achievement, evaluation of the program as well as any recommendations by the

CONSULTANT. CONSULTANT should be prepared, if requested, to provide this information.

2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California Labor Code and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.
3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT not to exceed the sum of **\$40,000.00** per year, payable in monthly payments as service time is accumulated. Payments shall be made monthly on the basis of invoices submitted to the DISTRICT.

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

expenses incurred by the CONSULTANT in the performance of activities pre-approved by the DISTRICT in writing.

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

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

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

Upon termination, or notice thereof, CONSULTANT agrees to cooperate with DISTRICT in the orderly and timely transfer of service responsibilities, active case records, and shall turn over to DISTRICT all records pertaining to DISTRICT pupils possessed by CONSULTANT or under its control at the time of termination.

THIS AGREEMENT IS ENTERED INTO THIS **14th** DAY OF **November**, **2016**.

Paramount Unified School District
Name of District

Consultant Name

By: _____

By: _____

Ruben Frutos
Typed Name

Typed Name

Assistant Superintendent-
Business Services
Title

Title

Taxpayer Identification Number

Street Address

City, State, Zip Code

Please review, sign and return in the enclosed postage-paid envelope.

Board Approved: November 14, 2016

Funding: Special Education Funds

Account Number: 01.0 65000.0 57700 11800 5850 0000755

PC Number: PC16-1717

Department Lead: Kimberly Cole

Name

Signature

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Nonpublic School Placement for Special Education Students for 2016-17

BACKGROUND INFORMATION:

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

A high school student (2014003011) with a diagnosis of emotional disturbance was unsuccessful in a District placement. The IEP team recommends placement at Rossier Park School with designated instructional services (DIS) counseling as the least restrictive environment for the 2016-17 school year. The estimated cost not to exceed \$32,000

A high school student (2010004781) with a diagnosis of autism was unsuccessful in a District placement. The IEP team recommends placement at Rossier Park School with DIS counseling as the least restrictive environment for the 2016-17 school year. The estimated cost not to exceed \$32,500

POLICY/ISSUE:

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

FISCAL IMPACT:

Estimated cost not to exceed \$44,500 from special education funds and \$20,000 from mental health funds.

STAFF RECOMMENDATION:

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

ACTION ITEM: 3.4-A

PREPARED BY:

Kimberly Cole, Director - Special Education

DISTRICT PRIORITY 1:

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Robotics Education and Competition Grant Award to Paramount Park Middle School

BACKGROUND INFORMATION:

Paramount Park Middle School has been selected to receive a VEX Robotics Competition Grant through the REC Foundation. This Foundation provides matching school grants to encourage students to pursue STEM degrees and careers. This grant provides a kit of materials for students to create a robot to use in a team competition with other schools and districts. As part of the grant, Paramount Park will pay for registration in this event, which will take place at USC in February, 2017.

POLICY/ISSUE:

Board Policy 3280 Gifts, Grants, and Bequests

FISCAL IMPACT:

Approximately \$200 from school funds

STAFF RECOMMENDATION:

Ratify the acceptance of the VEX Robotics Grant for Paramount Park Middle School to participate in a team robotics competition.

PREPARED BY:

Deborah Stark – Assistant Superintendent, Educational Services

DISTRICT PRIORITY:

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: November 14, 2016
SUBJECT: *Behavior and Education Inc.* Consultant

BACKGROUND INFORMATION:

Behavior and Education Inc. is a non-public agency that contracts with school districts throughout Los Angeles County to provide Applied Behavior Analysis services. *Behavior and Education Inc.* will conduct assessments and a written report of findings, including recommendations and annual goals. *Behavior and Education Inc.* will provide services to new and continuing students per Individualized Education Program team agreement.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

Not to exceed \$125,000 from Special Education funds

STAFF RECOMMENDATION:

Ratify *Behavior and Education Inc.* consultant to provide Applied Behavior Analysis assessment and services per Individualized Education Program team agreement.

PREPARED BY:

Kimberly Cole, 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

Agreement for Consultant Services

This is an AGREEMENT between the PARAMOUNT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and **Behavior and Education Inc., 1230 Rosecrans Ave., Suite 250, Manhattan Beach, CA. 90266**, hereinafter referred to as "CONSULTANT," entered into as of the date of its execution.

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding **Applied Behavior Analysis Services** in accordance with directions as stipulated by the DISTRICT during the period beginning **November 2, 2016**, and ending **June 30, 2017**. Said duties shall include, but not be limited to:

The CONSULTANT will provide **applied behavior analysis assessments and services per Individualized Education Program team agreement**.

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

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

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

2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California Labor Code and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.
3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT not to exceed the sum of **\$20,000.00** per year, payable in monthly payments as service time is accumulated. Payments shall be made monthly on the basis of invoices submitted to the DISTRICT.

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

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

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

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

Upon termination, or notice thereof, CONSULTANT agrees to cooperate with DISTRICT in the orderly and timely transfer of service responsibilities, active case records, and shall turn over to DISTRICT all records pertaining to DISTRICT pupils possessed by CONSULTANT or under its control at the time of termination.

THIS AGREEMENT IS ENTERED INTO THIS **14th** DAY OF **November**, **2016**.

Paramount Unified School District
Name of District

Consultant Name

By: _____

By: _____

Ruben Frutos
Typed Name

Typed Name

Assistant Superintendent-
Business Services
Title

Title

Taxpayer Identification Number

Street Address

City, State, Zip Code

Please review, sign and return in the enclosed postage-paid envelope.

Board Approved: November 14, 2016

Funding: Special Education Funds

Account Number: 01.0 65000.0 57700 11800 5850 0000755

PC Number: PC

Department Lead: Kimberly Cole

Name

Signature

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Memorandum of Understanding with Clothes the Deal

BACKGROUND INFORMATION:

Clothes the Deal is a non-profit organization that assists low-income individuals by empowering them to gain employment and achieve economic self-sufficiency. The high quality new and recycled men's and women's professional attire and accessories are a perfect benefit for those who cannot afford appropriate clothing.

The workshops range in level of services depending on the level of need of the participants. The workshops focus on six main areas of developing a professional image: Self-Confidence, Business Etiquette, Wardrobe, Accessories, Hair, and Make-up.

Clothes the Deal will assist approximately 70 Paramount Unified School District Adult Transition students with disabilities that annually participate in subsidized work experiences through Workability.

POLICY/ISSUE:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Clothes the Deal to provide a business clothing program and dress to impress workshops to low-income individuals.

PREPARED BY:

Kimberly Cole, Director - Special Education

DISTRICT PRIORITY 4:

Improve student support services.

ACTION ITEM: 3.7-A



CLOTHES THE DEAL

P.O. Box 2170
Downey, CA 90242
(562) 922-8635 fax (562) 803-8230

To: Paramount Unified School District
15110 California Avenue
Paramount, CA 90723

From: Clothes the Deal
P.O. Box 2170
Downey, CA 90242

Memorandum of Understanding

This "Letter of Agreement/Memorandum of Understanding (MOU)" describes the agreement/understanding between Clothes The Deal and the agencies listed above. The agreement is contingent on party Paramount Unified School District receiving services under this agreement.

THEREFORE, the two parties agree to and understand the following:

Paramount Unified School District:

- Provide Vocational/Employment (or related support services) services to low-income individuals.
- Ensure all clients served meet the low-income qualifications.
- Help provide employment placement (or other success evaluations) on clients served.

Clothes The Deal WILL:

Provide, as appropriate and within its capacity, the following services to eligible low-income clients:

- Business Clothing Program – Clothing for low-income job seekers, including accessories, i.e., belts, handbags, jewelry.
- Dress to Impress Workshops - educate and enhance self-esteem and professional image for employment through business etiquette & attire, increasing self-confidence, and hair & skin care.

Services: All collaborating organizations are asked to provide funding for service expenses. Funding is not required to access services, but due to Clothes The Deal's limited inventory, a lack of funding will restrict the level of services provided to client referrals. Organizations with limited financial resources can provide in-kind funding for services by coordinating clothing drives to collect clothing donations for Clothes The Deal. Collaborating organizations are also asked to share any qualitative and quantitative evaluations to show the success of program services.



CLOTHES THE DEAL

P.O. Box 2170
Downey, CA 90242
(562) 922-8635 fax (562) 803-8230

Non-Funded Client Referrals

- Are limited to receive small, medium and large sizes (no plus sizes).
- Cannot access low inventory items. Subject to change, but typically limited items include men's belts and men's shoes.
- Are limited to 3-4 items of clothing per person.
- Must schedule appointments at Clothes The Deal's main Downey location to access clothing.

Funded Service Referrals

- Can access all sizes.
- Can access all items.
- No limitations to number of items per person.
- Can coordinate the services in various ways including satellite closets, and traveling boutiques.

No element of this agreement implies any form of financial obligation or liability, nor confers on one party the capacity to represent or act as an agent of the other. The length of this agreement to serve I understand that the above information is true.

_____	_____	_____
Clothes the Deal	Title	Date
Patrice Jinso-Springer, President		

_____	_____	_____
Authorizing Signature, Recipient Agency	Title	Date

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: November 14, 2016
SUBJECT: Revised Board Policy 1250 – Visits to the Schools

BACKGROUND INFORMATION:

Submitted for second reading and adoption is revised Board Policy 1250 – Visits to the Schools. The proposed policy reflects revisions related to current State requirements and procedures established to visit schools during school hours. Revisions are indicated 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 1250 – Visits to the Schools

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading and adopt proposed revised Board Policy 1250 – Visits to the Schools, which reflects current State requirements.

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.

ACTION ITEM: 3.8-A

CURRENT POLICY

BP 1250 (a)

Community Relations

Visits to the Schools

The governing board encourages visits to the schools by parents/guardians, members of the community and other interested persons in order to view the educational program and facilities and to offer constructive comments to the board. The board recognizes the staff time and commitment required by school visits and encourages staff to accommodate as many requests for visitations as possible.

Parents, members of the community and other interested persons shall be encouraged to view the district and school programs in a variety of ways, such as school-wide open house occasions, special program demonstrations, and classroom activities.

The superintendent or designee shall communicate specific times and locations of school events to parents/guardians and members of the community.

The superintendent or designee shall develop procedures to facilitate school visits in a manner which will cause minimal disruption to the instructional program and ensure the preservation of a safe and suitable learning environment on campus. In all cases, unobtrusive adult behavior shall be required of all visitors.

The procedures shall provide, at a minimum, for the registration of all visitors and the removal of unauthorized visitors who pose a threat to the health and safety to students, teachers or other employees of the district or otherwise disrupt the normal operations of the campus.
(cf. 1314, 1324)

Possession of unauthorized dangerous instruments, weapons or devices on the school campus is not permitted. Anyone in violation of this policy shall be reported immediately to the local law enforcement agency.

Governing board members who visit schools of their own volition have no more authority than any other citizen. Board members have authority only in regularly called meetings of the governing board, or when delegated specific tasks by board action.
(cf. 9010)

CURRENT POLICY

BP 1250 (b)

Community Relations

Visits to the Schools – (Continued)

Legal Reference: Education Code

- 32210 Willful Disturbance of Public School or Meeting:
Misdemeanor
- 32211 Threatened Disruption or Interference With
Classes: Misdemeanor
- 35292 Visits to Schools (Board Members)
- 44810 Willful Interference With Classroom Conduct
- 44811 Upbraiding, Insulting and Abusing Teachers
- 44812 Insulting and Abusing Teachers

Penal Code

- 243.5 Assault and Battery on School Grounds
- 626.4 Notice of withdrawal or Consent;
Report; Action on Report; Reinstatement of
Consent; Hearing; Unlawful Entry Upon Campus
or Facility; Punishment
- 626.8 Disruptive Presence at Schools
- 627-627.3 Access to School Premises
- 627.4 Refusal or Revocation of Registration
- 627.5 Hearing Request Following Denial or Revocation
of Registration
- 627.6 Posted Signs
- 653g Loitering About Schools or Public Places

Welfare and Institutions Code

- 729 Battery on School Grounds by a Minor

Policy
adopted: 1-25-83
revised: 2-10-87

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED POLICY

BP 1250 (a)

Community Relations

Visits to the Schools

~~The governing board encourages visits to the schools by parents/guardians, members of the community and other interested persons in order to view the educational program and facilities and to offer constructive comments to the board. The board recognizes the staff time and commitment required by school visits and encourages staff to accommodate as many requests for visitations as possible.~~

~~Parents, members of the community and other interested persons shall be encouraged to view the district and school programs in a variety of ways, such as school wide open house occasions, special program demonstrations, and classroom activities.~~

~~The superintendent or designee shall communicate specific times and locations of school events to parents/guardians and members of the community.~~

~~The superintendent or designee shall develop procedures to facilitate school visits in a manner which will cause minimal disruption to the instructional program and ensure the preservation of a safe and suitable learning environment on campus. In all cases, unobtrusive adult behavior shall be required of all visitors.~~

~~The procedures shall provide, at a minimum, for the registration of all visitors and the removal of unauthorized visitors who pose a threat to the health and safety to students, teachers or other employees of the district or otherwise disrupt the normal operations of the campus.
(cf. 1314, 1324)~~

~~Possession of unauthorized dangerous instruments, weapons or devices on the school campus is not permitted. Anyone in violation of this policy shall be reported immediately to the local law enforcement agency.~~

~~Governing board members who visit schools of their own volition have no more authority than any other citizen. Board members have authority only in regularly called meetings of the governing board, or when delegated specific tasks by board action.
(cf. 9010)~~

PROPOSED POLICY

BP 1250 (b)

Community Relations

Visits to the Schools – (Continued)

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non-instructional time.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission.

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. The principal shall consult with local law enforcement authorities and the Superintendent or designee before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

PROPOSED POLICY

BP 1250 (c)

Community Relations

Visits to the Schools – (Continued)

Legal Reference: Education Code

32210	Willful Disturbance of Public School or Meeting: Misdemeanor
32211	Threatened Disruption or Interference With Classes: Misdemeanor
<u>32212</u>	<u>Classroom Interruptions</u>
<u>35160</u>	<u>Authority of Governing Boards</u>
35292	Visits to Schools (Board Members)
44810	Willful Interference With Classroom Conduct
44811	Upbraiding, Insulting and Abusing Teachers
44812	Insulting and Abusing Teachers
<u>49091.10</u>	<u>Parental rights to inspect instructional materials and observe school activities</u>
<u>51101</u>	<u>Parent Rights Act of 2002</u>
<u>51512</u>	<u>Prohibited use of electronic listening or recording device</u>

Penal Code

243.5	Assault and Battery on School Grounds
<u>290</u>	<u>Sex Offenders</u>
626.4	Notice of withdrawal or Consent; Report; Action on Report; Reinstatement of Consent; Hearing; Unlawful Entry Upon Campus or Facility; Punishment
626.8	Disruptive Presence at Schools
<u>62681</u>	<u>Misdemeanor for registered sex offender to come onto school grounds</u>
627-627.3	Access to School Premises
627.5	Refusal or Revocation of Registration
627.5	Hearing Request Following Denial or Revocation of Registration
627.6	Posted Signs
653g	Loitering About Schools or Public Places

Welfare and Institutions Code

729	Battery on School Grounds by a Minor
-----	--------------------------------------

PROPOSED POLICY

BP 1250 (d)

Community Relations

Visits to the Schools – (Continued)

Policy
adopted: 1-25-83
revised: 2-10-87

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: November 14, 2016
SUBJECT: Workforce Investment Act, Title II: Adult Education and Family Literacy Act Grant Award

BACKGROUND INFORMATION:

On March 14, 2012, the Board approved the application for the Workforce Investment Act, Title II: Adult Education and Family Literacy Act program. These funds provide English as a Second Language and Citizenship classes at Paramount Adult School. The California Department of Education has approved funding for the 2016-17 school year in the amount of \$545,271.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants and Bequests

FISCAL IMPACT:

\$545,271 to restricted funds

STAFF RECOMMENDATION:

Accept the Workforce Investment Act, Title II: Adult Education and Family Literacy Act Grant Award for the 2016-17 Fiscal Year.

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.

ACTION ITEM: 3.9-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: November 14, 2016
SUBJECT: Carl D. Perkins School Allocation Fiscal Year 2016-17

BACKGROUND INFORMATION:

The Carl D. Perkins Vocational and Technical Education Act provides funds to develop employment skills of students and adults enrolled in Career Technical Education (CTE) programs. On May 25, 2016 the Board approved the submission of the application for the Carl D. Perkins Grant for 2016-17. The District received notification from the California Department of Education that funding in the amount \$333,235 has been approved for the Paramount Adult School consortium of Paramount, Lynwood, Compton, Centinela Valley, Bellflower, Inglewood and Downey. The District's portion is \$157,473.

POLICY/ISSUE:

Board Policy 3230 – Categorical Funds
Education Code 12400 – Authority to Receive and Expend Funds

FISCAL IMPACT:

Restricted income of \$33,798 to Paramount Adult School CTE Programs

STAFF RECOMMENDATION:

Accept funds for the Carl D. Perkins Vocational and Technical Education Act for the 2016-17 fiscal year to develop skills of students enrolled in Career Technical Education programs.

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 Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: 2016-17 Budget Adjustments as of October 31, 2016

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

<u>Object</u>	<u>Description</u>	<u>Amount</u>
5000-5999	Services, Other Operating Expenses	\$ 223,511
8600-8799	Other Local Revenues	171,318
8980	Encroachment	243,280
	Total Transfer From:	\$ 638,109

GENERAL FUND (01.0) – UNRESTRICTED – TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 53,194
2000-2999	Classified Salaries	45,200
3000-3999	Employee Benefits	77,813
4000-4999	Books and Supplies	32,617
6000-6999	Capital Outlay	3,386
7000-7999	Indirect Costs	82,275
9790	Reserves	343,624
	Total Transfer To:	\$ 638,109

ACTION ITEM: 4.1-A

GENERAL FUND (01.0) – RESTRICTED – TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
5000-5999	Services, Other Operating Expenses	\$ 162,411
7000-7999	Indirect Costs	20,194
8100-8299	Federal Revenues	2,253,416
8300-8599	Other State Revenues	606,731
8600-8799	Other Local Revenues	240,889
	Total Transfer From:	\$ 3,283,641

GENERAL FUND (01.0) – RESTRICTED – TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 412,755
2000-2999	Classified Salaries	190,747
3000-3999	Employee Benefits	207,097
4000-4999	Books and Supplies	2,105,893
8980	Encroachment	243,280
9790	Reserves	123,869
	Total Transfer To:	\$ 3,283,641

ADULT EDUCATION FUND (11.0) – TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
4000-4999	Books and Supplies	\$ 802
7000-7999	Indirect Costs	58,548
8300-8599	Other State Revenues	2,978,094
8600-8799	Other Local Revenues	2,630
	Total Transfer From:	\$ 3,040,074

ADULT EDUCATION FUND (11.0) – TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 317,787
2000-2999	Classified Salaries	21,235
3000-3999	Employee Benefits	51,294
5000-5999	Services, Other Operating Expenses	2,581,416
6000-6999	Capital Outlay	60,577
8100-8299	Federal Revenues	7,763
9790	Reserves	2
	Total Transfer To:	\$ 3,040,074

CHILD DEVELOPMENT FUND (12.0) – TRANSFER FROM

<u>Object</u>	<u>Description</u>		<u>Amount</u>
4000-4999	Books and Supplies	\$	71,503
7000-7999	Indirect Costs		3,343
8300-8599	Other State Revenues		46,956
	Total Transfer From:	\$	121,802

CHILD DEVELOPMENT FUND (12.0) – TRANSFER TO

<u>Object</u>	<u>Description</u>		<u>Amount</u>
9790	Reserves		121,802
	Total Transfer To:	\$	121,802

CAFETERIA FUND (13.0) – TRANSFER FROM

<u>Object</u>	<u>Description</u>		<u>Amount</u>
5000-5999	Services, Other Operating Expenses	\$	38,264
	Total Transfer From:	\$	38,264

CAFETERIA FUND (13.0) – TRANSFER TO

<u>Object</u>	<u>Description</u>		<u>Amount</u>
9790	Reserves	\$	38,264
	Total Transfer To:	\$	38,264

POLICY/ISSUE:

Board Policy 3150 - Budget as Spending Plan

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

PREPARED BY:

Patricia Tu, Director-Fiscal Services

DISTRICT PRIORITY 9:

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

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/28/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	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
2	Revenues:														
3	Revenue Limit Sources	8010-8099	\$ 155,073,350												\$ 155,073,350
4	Federal Revenues	8100-8299	\$ 53,833												\$ 53,833
5	Other State Revenues	8300-8699	\$ 2,716,720												\$ 2,716,720
6	Other Local Revenues	8600-8799	\$ 580,035												\$ 580,035
7	A.Total Revenues		\$ 158,428,938												\$ 158,428,938
8	Expenditures:														
9	Certificated Salaries	1000-1999	\$ 65,869,909		86,479	23,046	53,194								\$ 66,032,628
10	Classified Salaries	2000-2999	\$ 14,946,716		12,912	26,771	45,200								\$ 15,031,599
11	Employee Benefits	3000-3999	\$ 33,022,530		19,222	25,535	77,813								\$ 33,145,100
12	Books and Supplies	4000-4999	\$ 9,829,269		352,147	45,110	32,617								\$ 10,259,143
13	Services, Other Operating Expenses	5000-5999	\$ 13,348,051		(539,551)	231,288	(223,511)								\$ 12,816,277
14	Capital Outlay	6000-6999	\$ 6,144,794		110,911	(197,000)	3,386								\$ 6,062,091
15	Other Outgo	7100-7299	\$ 100,000												\$ 100,000
16	Indirect Costs	7300-7399	\$ (963,365)												\$ (963,365)
17	B.Total Expenditures		\$ 142,297,904		\$ 42,120	\$ 154,750	\$ 70,974								\$ 142,565,748
18															
19															
20	C. Excess (Deficiency) of Revenues Over Expenditures		\$ 16,131,034		\$ (42,120)	\$ (154,750)	\$ 100,344								\$ 16,034,508
21															
22	Other Financing Sources/Uses														
23	D. Transfers In	8910-8929													
24	E. Transfers Out	7610-7629	\$ 1,545,000												\$ 1,545,000
25	F. Financing Sources	8930-8979													
26	G. Financing Uses	7630-7699													
27	H. Flexibility Transfers	8997													
28	I. Flexibility Transfers	8998													
29	J. Contributions to Res. Programs	8980-8999	\$ (18,039,522)				243,280								\$ (17,796,242)
30	K.Total Other Sources/Uses		\$ (19,584,522)				\$ 243,280								\$ (19,341,242)
31															
32	Net Increase (Decrease) in Fund Balance		\$ (3,453,488)		\$ (42,120)	\$ (154,750)	\$ 343,624								\$ (3,305,734)
33															
34															
35	Beginning Balance		\$ 29,921,954	\$ 40,900,660	40,900,660	40,858,540	40,703,790	41,047,414							\$ 193,185,605
36	Ending Balance		\$ 26,468,466	\$ 40,900,660	\$ 40,858,540	\$ 40,703,790	\$ 41,047,414								\$ 189,878,871
37															
38															
39															

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

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
		Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date	12/01-12/31 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	\$ -												\$ 11,074,347
4	Federal Revenues	\$ 8,820,931				2,259,416								\$ 9,373,568
5	Other State Revenues	\$ 8,766,837			10,139	606,731								\$ 1,581,429
6	Other Local Revenues	\$ 1,310,401				240,889								\$ 22,009,344
7	A.Total Revenues	\$ 18,898,169	\$ -	\$ -	\$ 10,139	\$ 3,101,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Expenditures:													
9	Certificated Salaries	\$ 13,947,341		(6,331)	(698)	412,755								\$ 13,785,067
10	Classified Salaries	\$ 6,825,890		(3,357)	45,096	190,747								\$ 7,058,376
11	Employee Benefits	\$ 7,248,865		(2,922)	11,619	207,097								\$ 7,464,459
12	Books and Supplies	\$ 4,000-999		(6,780)	124,108	2,103,893								\$ 4,911,275
13	Services, Other Operating Expenses	\$ 5,000-5999		1,232,127	19,273	(162,411)								\$ 7,924,045
14	Capital Outlay	\$ 6,835,056		(41,153)										\$ 347,776
15	Other Outgo	\$ 80,000			(190)	(20,194)								\$ 80,000
16	Indirect Costs	\$ 727,305			199,208	2,733,887								\$ 706,921
17	B.Total Expenditures	\$ 38,141,240	\$ -	\$ 1,171,584	\$ 199,208	\$ 2,733,887	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,245,919
18	C. Excess (Deficiency) of Revenues	\$ (19,243,071)	\$ -	\$ (1,171,584)	\$ (189,069)	\$ 367,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20,236,575)
20	Over Expenditures													
21	Other Financing Sources/Uses													
22	D. Transfers In	\$ 8910-8929												\$ -
23	E. Transfers Out	\$ 7610-7629												\$ -
24	F. Financing Sources	\$ 8930-8979												\$ -
25	G. Financing Uses	\$ 7630-7699												\$ -
26	H. Flexibility Transfers	\$ 8987												\$ -
27	I. Flexibility Transfers	\$ 8998												\$ -
28	J. Contributions to Res. Programs	\$ 18,039,522				(243,280)								\$ 17,796,242
29	K.Total, Other Sources/Uses	\$ 18,039,522	\$ -	\$ -	\$ -	(243,280)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,796,242
30	Net Increase (Decrease) in Fund Balance	\$ (1,203,549)	\$ -	\$ (1,171,584)	\$ (189,069)	\$ 123,869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,440,333)
31	Beginning Balance	\$ 1,891,665	\$ 7,287,817	\$ 7,287,817	\$ 6,116,233	\$ 5,927,164	\$ 6,051,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,510,697
32	Ending Balance	\$ 688,116	\$ 7,287,817	\$ 6,116,233	\$ 5,927,164	\$ 6,051,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,070,364

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

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
		Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date	12/01-12/31 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	-											709,070
4	Federal Revenues	8100-8299	716,833			(7,763)								6,082,692
5	Other State Revenues	8300-8599	3,104,598			2,978,094								271,130
6	Other Local Revenues	8600-8799	268,500			2,630								7,062,892
7	A.Total Revenues		\$ 4,089,931	\$ -	\$ -	\$ 2,972,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Expenditures:													
9	Certified Salaries	1000-1999	824,706			317,787								1,142,493
10	Classified Salaries	2000-2999	574,616			21,235								595,851
11	Employee Benefits	3000-3999	469,123			51,294								520,417
12	Books and Supplies	4000-4999	88,000		85,437	(802)								172,635
13	Services, Other Operating Expenses	5000-5999	1,803,438		(56,000)	2,581,416								4,328,854
14	Capital Outlay	6000-6999	25,000		(5,000)	60,577								80,577
15	Other Outgo	7100-7299	-											78,000
16	Indirect Costs	7300-7399	136,548			(56,548)								80,000
17	B.Total Expenditures		\$ 3,921,431	\$ -	\$ 24,437	\$ 2,972,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,918,827
18	C. Excess (Deficiency) of Revenues Over Expenditures		\$ 168,500	\$ -	\$ (24,437)	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,065
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	I.Total, Other Sources/Uses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Net Increase (Decrease) in Fund Balance		\$ 168,500	\$ -	\$ (24,437)	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,065
27	Beginning Balance		2,576,595	2,744,095	2,744,095	2,719,668	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	13,528,539
28	Ending Balance		2,745,095	2,744,095	2,719,668	2,719,668	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	2,744,095	13,672,604

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/26/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	1st Interim Board Date	12/01-12/31 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	\$ -												\$ 184,000
4	Federal Revenues	8100-8299	\$ 304,257		(120,257)										\$ 2,219,864
5	Other State Revenues	8500-8599	\$ 2,062,651		120,257		46,956								\$ 28,400
6	Other Local Revenues	8600-8799	\$ 28,400												\$ 2,432,264
7	A. Total Revenues		\$ 2,385,308	\$ -	\$ -	\$ -	\$ 46,956	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,432,264
8	Expenditures:														
9	Certificated Salaries	1000-1999	\$ 682,430												\$ 682,430
10	Classified Salaries	2000-2999	\$ 718,566												\$ 718,566
11	Employee Benefits	3000-3999	\$ 576,651			1,397									\$ 578,048
12	Books and Supplies	4000-4999	\$ 128,276		(200)	541	(71,503)								\$ 57,114
13	Services, Other Operating Expenses	5000-5999	\$ 176,473		200	(847)									\$ 175,826
14	Capital Outlay	6000-6999	\$ -												\$ -
15	Other Outgo	7100-7299	\$ 99,512				(3,343)								\$ 96,169
16	Indirect Costs	7300-7399	\$ -												\$ -
17	B. Total Expenditures		\$ 2,381,908	\$ -	\$ -	\$ 1,091	\$ (74,846)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,308,183
18	C. Excess (Deficiency) of Revenues Over Expenditures		\$ 3,400	\$ -	\$ -	\$ (1,091)	\$ 121,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,111
19	Other Financing Sources/Uses														
20	D. Transfers In	8910-8929	\$ -												\$ -
21	E. Transfers Out	7610-7629	\$ -												\$ -
22	F. Financing Sources	8990-8979	\$ -												\$ -
23	G. Financing Uses	7630-7699	\$ -												\$ -
24	H. Contributions to Res. Programs	8990-8999	\$ -												\$ -
25	I. Total, Other Sources/Uses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Net Increase (Decrease) in Fund Balance		\$ 3,400	\$ -	\$ -	\$ (1,091)	\$ 121,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,111
27	Beginning Balance		\$ 898,273	\$ 710,598	\$ 710,598	\$ 710,598	\$ 709,507	\$ 709,507	\$ 709,507	\$ 709,507	\$ 709,507	\$ 709,507	\$ 709,507	\$ 709,507	\$ 3,739,574
28	Ending Balance		\$ 901,673	\$ 710,598	\$ 710,598	\$ 709,507	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 831,309	\$ 3,863,685

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

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
		Adopted Budget	Unaudited Actuals Board Date 9/12/16	07/01 - 08/31 Board Date 9/28/16	09/01 - 09/31 Board Date 10/24/16	10/01 - 10/31 Board Date 11/14/16	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
2	Revenues:													
3	Revenue Limit Sources	8010-8099 \$	-											8,646,350
4	Federal Revenues	8100-8299 \$	8,646,350											868,794
5	Other State Revenues	8300-8599 \$	688,794											379,656
6	Other Local Revenues	8600-8799 \$	379,856											9,715,000
7	A. Total Revenues	\$	9,715,000	\$		\$		\$		\$		\$		9,715,000
8	Expenditures:													
9	Certificated Salaries	1000-1999 \$	-											3,548,022
10	Classified Salaries	2000-2999 \$	3,548,022											1,571,939
11	Employee Benefits	3000-3999 \$	1,571,939											4,292,127
12	Books and Supplies	4000-4999 \$	4,317,127	(20,000)	(5,000)	(38,264)								206,962
13	Services, Other Operating Expenses	5000-5999 \$	220,226	20,000	5,000									-
14	Capital Outlay	6000-6999 \$	-											-
15	Other Outgo	7000-7299 \$	-											-
16	Indirect Costs	7300-7399 \$	-											-
17	B. Total Expenditures	\$	9,657,314	\$		\$	(38,264)	\$		\$		\$		9,619,050
18	C. Excess (Deficiency) of Revenues	\$	57,686	\$		\$	38,264	\$		\$		\$		96,950
19	Over Expenditures	\$		\$		\$		\$		\$		\$		
20	Other Financing Sources/Uses													
21	D. Transfers In	8910-8929 \$	-											-
22	E. Transfers Out	7610-7629 \$	-											-
23	F. Financing Sources	7950-8979 \$	-											-
24	G. Financing Uses	7650-7699 \$	-											-
25	H. Contributions to Res. Programs	8980-8999 \$	-											-
26	I. Total, Other Sources/Uses	\$		\$		\$		\$		\$		\$		
27	Net Increase (Decrease) in Fund Balance	\$	57,686	\$		\$	38,264	\$		\$		\$		96,950
28	Beginning Balance	\$	953,986	\$	737,954	\$	737,954	\$	737,954	\$	737,954	\$	737,954	3,905,800
29	Ending Balance	\$	1,011,672	\$	737,954	\$	737,954	\$	737,954	\$	737,954	\$	737,954	4,001,750

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Software License Agreement with ClassLink

BACKGROUND INFORMATION:

The District is in need of implementing a network application to log all students and staff through a process that will provide security and efficiency in logging on to all District programs. To achieve this, the District has been working on implementing the Microsoft network system under the organization known as Active Directory. This will serve as the foundation for logging on securely to our systems. The ClassLink application will provide the front end and the main program used to provide logging services to our entire suite of applications and programs. This will eliminate the confusion of various logon names and passwords for students and staff.

As implemented, the ClassLink application will serve the purpose of a single point for logging on to District applications. This process will save significant network management time and will make our system more efficient.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

Not to exceed \$36,231.25 per year for three years, from General Funds

STAFF RECOMMENDATION:

Approve the three-year Software License Agreement with ClassLink, and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 9:

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

ACTION ITEM: 4.2-A

ClassLink Key Documents

Contents

ClassLink Software License Agreement.....	2
ClassLink Service Level Agreement.....	8
Non-Disclosure Agreement.....	10
ClassLink Data Security Statement.....	11
Signature of Acceptance.....	12

Customer:

Paramount Unified School District
Name of Organization

Paramount, CA 90723
City, State Zip

ClassLink Software License Agreement

1. Annual Software License Agreement Overview

- 1.1 This Software License Agreement is entered into by and between ClassLink, Inc. ("ClassLink") and Customer and describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

2. Definitions

- 2.1 "Agreement" means this Annual Software License Agreement including any and all attached Schedules.
- 2.2 "Annual License and Support Fees" include fees payable by Customer to ClassLink for licensing and maintenance support of ClassLink Software.
- 2.3 "Application" means the specific Applications set forth in the Purchase Order from Customer for ClassLink Software running on one or more related computers that share the same ClassLink Software Database.
- 2.4 "ClassLink Software" means (a) ClassLink software products provided to the Customer, (b) Updates, (c) custom reports or any custom software modifications for Customer, and (d) Documentation. ClassLink Software does not include Source Code.
- 2.5 "ClassLink Software Database" means the customer database associated with the ClassLink Software which contains the Customer Data.
- 2.6 "Confidential Information" means all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form, or identified as "confidential" if orally disclosed.
- 2.7 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer.
- 2.8 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.
- 2.9 "Effective Date" means the earlier of (a) the date this Agreement is signed by Customer and ClassLink or (b) the date of the Purchase Order.
- 2.10 "Purchase Order" means a purchase order submitted by Customer to ClassLink in which Customer specifies the ClassLink Software being licensed.
- 2.11 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.
- 2.12 "Subscription Term" means the right to use and access the ClassLink Software for the lesser of one year or the period of time specified herein or the Customer's Purchase Order. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire, unless renewed on then-current terms. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure

within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers as well as the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement.

- 2.13 "Updates" means any updates to the ClassLink Software licensed hereunder which ClassLink, in its discretion, makes generally available to its ClassLink Software licensees.

3. License Grant and Terms

- 3.1 This Agreement authorizes Customer to use items of ClassLink Software specified in the Purchase Order during the term of this Agreement.
- 3.2 Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third party software such as Microsoft Windows Server, Microsoft SQL, Crystal Reports, etc., which Customer must separately license at its own expense.
- 3.3 Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party sell, lease, license, sublicense, encumber or otherwise deal with any portion of the ClassLink Software.
- 3.4 ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement; provided, however, Customer acknowledges that ClassLink may take the ClassLink Software down from time to time to perform maintenance and/or upgrades. In addition, Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to ClassLink Software errors or causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the ClassLink Software caused by Downtime, whether scheduled or not. A log of past ClassLink Software service disruptions will be maintained at <http://trust.classlink.com> and can serve as an indicator of past service availability.
- 3.5 ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.
- 3.6 Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration and ongoing maintenance of relevant equipment, systems and software to achieve the Customer's desired results.

4. Confidentiality

- 4.1 Customer acknowledges that the ClassLink Software contains proprietary, trade secret and confidential information belonging exclusively to ClassLink. Title to, ownership of and all proprietary rights in the ClassLink Software and all copies thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with ClassLink.
- 4.2 Customer shall not (a) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (b) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.
- 4.3 Customer agrees (a) to hold the ClassLink Software in confidence and (b) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties and

obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink.

- 4.4 Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.
- 4.5 ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data. ClassLink agrees to exercise commercially reasonable efforts to maintain as confidential and use solely as necessary for purposes of performing this Agreement all Customer Data that is disclosed to ClassLink or is stored on servers hosting ClassLink Software. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation and training of Customer to use the ClassLink Software or the development, support or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work in which case ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information to the same extent that ClassLink is, and may disclose the fact that Customer is a user of the ClassLink Software to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect user security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink.
- 4.6 ClassLink is a signatory to the Student Privacy Pledge (<http://studentprivacypledge.org>) and, for the duration of this Agreement, ClassLink will remain a signatory and abide by the commitments therein as follows:
- Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
 - Not sell student personal information.
 - Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
 - Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
 - Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
 - Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
 - Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
 - Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
 - Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
 - Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

- Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
- Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

5. Disclosure of ClassLink Solution Partner Relationship

- 5.1 Customer agrees that if a ClassLink Solution Partner ("CSP") is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP's marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee or agent of CSP has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.
- 5.2 CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to, any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever, any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

6. Charges

- 6.1 Annual license and support fees ("ClassLink Subscription Fees") may be based on student enrollment, staff enrollment or building count for certain ClassLink Software products and will be provided by ClassLink to Customer in the form of a price quote or invoice. Renewal of this Agreement and related ClassLink Subscription Fees shall be based on current published enrollment and current list prices of the ClassLink Software. Customer agrees to notify ClassLink at such time as student enrollment increases more than 10% during a Subscription Term wherein additional ClassLink Subscription Fees may be required for the remainder of the Subscription Term.
- 6.2 Unless ClassLink and Customer shall otherwise agree, payment for ClassLink Subscription Fees are due on receipt of invoice.

7. Warranties

- 7.1 ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.
- 7.2 Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink's warranties with respect to such item of ClassLink Software.
- 7.3 ClassLink warrants to Customer that to the best of its knowledge ClassLink Software is not in violation of any patent, copyright, trademark or other intellectual property claims and that ClassLink has the right to license Customer's use of the ClassLink Software as provided in this Agreement.
- 7.4 ClassLink agrees to indemnify and save the Customer, its agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by ClassLink or used in ClassLink's performance of the agreement for which ClassLink is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the Customer provides ClassLink with prompt notice of the Claim and gives ClassLink a reasonable opportunity to control the defense and settlement of the Claim; and (3) the Customer provides reasonable cooperation and assistance to ClassLink's defense of the

Claim. If ClassLink's software becomes or is likely to become the subject of an infringement claim, ClassLink may at its option and expense, either: (a) procure for the Customer the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent or (c) require the return of the affected software, allow the Customer to return other software intended to operate with the affected software, and refund to the Customer the portion of the purchase price attributable to the returned product, prorated in accordance with the unused portion of the term.

- 7.5 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may as its sole remedy return the item of ClassLink Software and receive a full refund of fees paid for item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within sixty (60) days after the date of shipment of the item of ClassLink Software claimed to be defective. Except as specifically provided herein, ClassLink does not warrant that the functions contained in any item of ClassLink Software will meet the Customer's requirement or will operate in combination with other software that Customer may select or that the operation of the ClassLink Software will be uninterrupted or error-free or that all defects will be corrected.
- 7.6 Except as specifically provided herein, ClassLink makes no warranties express or implied as to any matter whatsoever, including, without limitation, the condition of any ClassLink Software, its merchantability or its fitness for any particular purpose, as well as any express or implied warranties or conditions arising through any course of dealing or course of performance between the parties or usage of trade.

8. Limitation of Liability and Damages

- 8.1 In no event will ClassLink's total liability for any damages in any action in any form exceed the one-time license fee paid for the item of ClassLink Software that caused the damages.

9. Term

- 9.1 This Agreement shall continue until either terminated by Customer at any time upon not less than thirty (30) days' written notice to ClassLink or terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any ClassLink Subscription Fees. Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has complied with its obligations under this Section.
- 9.2 The parties acknowledge that the provisions of this Agreement concerning non-disclosure will survive any termination of this Agreement and that in the event of Customer's breach of these provisions; ClassLink would suffer irreparable harm and would have no adequate remedy without injunctive or other equitable relief.

10. General Provisions

- 10.1 **Assignment.** Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest

by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.

- 10.2 **Audit Rights.** Upon reasonable notice to Customer, ClassLink shall have the right, at ClassLink's expense, to audit Customer's computer systems, at their place of keeping, for the purpose of assuring Customer compliance with the terms of this Agreement.
- 10.3 **Foreign Reshipment Liability.** Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.
- 10.4 **Notices.** Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first class postage prepaid.
- 10.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its principles of conflicts or choice of law.
- 10.6 **Entire Agreement.** This Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.
- 10.7 **Changes.** This Agreement may not be modified, amended, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- 10.8 **Severability.** Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.

11. Agreed

- 11.1 Customer acknowledges that Customer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ClassLink Service Level Agreement

1. Service Level Agreement Overview

- 1.1 This Service Level Agreement ("SLA") represents an agreement between ClassLink and Customer for the provisioning of technical services required to support and sustain the ClassLink system.

2. Goals & Objectives

- 2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.
- 2.2 The objectives of this Agreement are to:
- Present a clear, concise and measurable description of technical services.
 - Define mutual accountability, roles and responsibilities.

3. ClassLink Technical Services

- 3.1 The purpose of technical services within this SLA is to ensure the usability of such that the software works as intended by ClassLink.
- 3.2 The following technical services are the responsibility of ClassLink.
- Toll-free telephone technical support
 - Monitored support case system (helpdesk ticket system)
 - Monitored email request for support at helpdesk@classlink.com
 - Ensure core reports function properly
 - Development and installation of periodic software updates and enhancements
 - Continuous system diagnostic monitoring
 - Data backup
 - Disaster/data recovery
- 3.3 ClassLink responsibilities in support of this SLA also include:
- Meeting response times associated with service related incidents.
 - Appropriate notification to Customer for all scheduled maintenance.
 - Changes to services will be communicated and documented to Customer.
 - ClassLink, at its discretion, may contact users directly to investigate and resolve software performance issues.
- 3.4 The following technical services are outside the scope of this SLA and are available for purchase separately.
- Any administrative or user training
 - Onsite assistance

4. Response Times

- 4.1 The following provides relevant details on technical service availability by toll-free telephone, support case system or email requests.
- 8am to 5pm EST, Monday through Friday, except ClassLink observed holidays ("Office Hours").
 - Voice messages, support case system or email requests received outside of Office Hours will be collected, however no action can be guaranteed until the next working day.

- 4.2 In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted by the Customer within the following time frames:
- a. 0-2 hours (during business hours) for issues classified as high priority.
 - b. Within 24 hours for issues classified as medium priority.
 - c. Within 3 working days for issues classified as low priority.

5. Customer Requirements

- 5.1 Customer responsibilities and/or requirements in support of this SLA include:
- a. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
 - b. Proactive communication of necessary information to assist in resolving a service related incident or request.
 - c. Payment for SLA costs as invoiced.
 - d. Maintain ample and reliable internet bandwidth for proper functioning of cloud delivered.

6. Term

- 6.1 This SLA is valid beginning from the Effective Date specified herein and is valid until the Expiration Date specified herein.

see signature page

Effective Date

see signature page

Expiration Date

- 6.2 If either party fails to perform its obligations under this SLA and such failure continues for a period of (30) days after written notice, the other party shall have the right to terminate this SLA.

7. Agreed

- 7.1 Customer acknowledges that Customer has read this SLA, understands it, and agrees to be bound by its terms and conditions.

Non-Disclosure Agreement

This Non-Disclosure Agreement ("NDA") is entered into by and between ClassLink ("Receiving Party") and Customer ("Disclosing Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

1. **Definition of Confidential Information:** For purposes of this NDA "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information:** Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
4. **Time Periods:** The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party's duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.
5. **Relationships:** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. **Severability:** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
7. **Integration:** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This NDA may not be amended except in a writing signed by both parties.
8. **Waiver:** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
9. **Agreed:** Customer acknowledges that Customer has read this NDA, understands it, and agrees to be bound by its terms and conditions.

ClassLink Data Security Statement

ClassLink takes security and privacy concerns seriously. We strive to ensure that data is kept secure, durable and reliably accessible. This *Security Statement* is aimed at being transparent about our security infrastructure and practices, to help reassure you that your data is sufficiently protected. We are committed to maintaining information security as prescribed in FERPA (Family Educational Rights and Privacy Act). In the spirit of GLB (Graham-Leach-Bliley Act), we willingly explain how our company safeguards confidential information.

We protect your confidential data by continuously evaluating and upgrading three key areas of our security plan:

1. Intrusion Defense
2. Backup and Recovery
3. Policy and Procedures

ClassLink system infrastructure is hosted by Rackspace and Amazon. Both Rackspace and Amazon facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Rackspace infrastructure can be found at <http://broadcast.rackspace.com/downloads/pdfs/RackspaceSecurityApproach.pdf> and at <http://www.rackspace.com/blog/compliance-standards-and-regulations-that-keep-the-cloud-secure>. Information on the security of Amazon infrastructure can be found at <http://aws.amazon.com/security>.

We value your business and respect the importance of information security. We continually strive to mitigate and minimize risk. Computer security is a relative concept. No computer system connected to the Internet can be completely secure and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so that you understand we are committed to your information security by best practice / risk management strategies. You may also need this *Security Statement* for your auditors and insurance policy holders. If you require any further information, please don't hesitate to ask.

Signature of Acceptance

The following is a single signature of acceptance to the terms of the attached:

ClassLink Software License Agreement

ClassLink Service Level Agreement

Non-Disclosure Agreement

12/1/2016

Effective Date

11/30/2019

Expiration Date

Accepted by:

Customer:

Paramount Unified School District

Name of Organization

Paramount, CA 90723

City, State Zip

Signature

Print Name

Title

Date

ClassLink:

Signature

Print Name

Print Name

CEO

Title

Date



NOVEMBER 2, 2016

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Claim Rejection

BACKGROUND INFORMATION:

The individual has submitted a claim for damages from an incident that allegedly occurred at the West Campus. This claim is identified as Claim No. 2016:004.

CorVel, the District's claims administrator, recommends rejection of this claim.

POLICY/ISSUE:

Government Code Section 945.6

Limitation Practices on Claims Required to be Presented in Accordance with Chapter 1 and 2 of part 3

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Reject Claim No. 2016:004 submitted by an individual and remand to the District's insurance carrier for adjudication.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 6:

Monitor and promote school safety and security.

ACTION ITEM: 4.3-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Agreement with CalEd Associates

BACKGROUND INFORMATION:

The District is in need of specialized services in grant writing. CalEd Associates will meet with District personnel to determine funding needs, establish priorities, provide ongoing grant research, prepare grant inquiries and applications, submit applications to foundations and other governmental agencies, and follow up with foundations on performance review requirements. CalEd Associates will provide Consultative Services in hourly blocks at the rate of \$150.00 per hour.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

\$150.00 per hour, not to exceed \$10,000 for the 2016-17 fiscal year, to be paid from General Funds

STAFF RECOMMENDATION:

Approve the Agreement with CalEd Associates, Inc. for grant writing 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

Agreement for Consultant Services

This is an AGREEMENT between the PARAMOUNT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and CalEd Associates, Inc., hereinafter referred to as "CONSULTANT," entered into as of the date of its execution.

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding grant writing services in accordance with directions as stipulated by the DISTRICT during the period beginning November 15, 2016, and ending June 30, 2017. Said duties shall include, but not be limited to:

The CONSULTANT will meet with District personnel to determine funding needs for District-level and school-site programs; establish priorities and a timeline for grant research; provide ongoing grant research and notify District personnel of relevant, available grant opportunities; collaborate with District/school site personnel to prepare grant inquiries and full applications; prepare and submit final grant applications to foundations and other governmental agencies; follow up with foundations on performance review requirements during the grant implementation periods; and meet with District personnel as needed during contract period.

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

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

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

2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California Labor Code and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.
3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of \$150.00, not to exceed the sum of \$10,000.00, payable in monthly payments as service time is accumulated.

Payments shall be made monthly on the basis of invoices submitted to the DISTRICT.

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

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

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

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

Upon termination, or notice thereof, CONSULTANT agrees to cooperate with DISTRICT in the orderly and timely transfer of service responsibilities, active case records, and shall turn over to DISTRICT all records pertaining to DISTRICT pupils possessed by CONSULTANT or under its control at the time of termination.

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF NOVEMBER, 2016.

Paramount Unified School District
Name of District

By: _____

Ruben Frutos
Assistant Superintendent-
Business Services

CALED Associates, Inc.
Consultant Name

By: Andrea L. Kobliner

Andrea L. Kobliner
Typed Name

President
Title

04-364 0822
Taxpayer Identification Number

8926 Etowanda Ave.
Street Address

Northridge, Ca 91325
City, State, Zip Code

Please review, sign and return in the enclosed postage-paid envelope.

Board Approved:

Funding:

Account Number:

PC Number:

Department Lead: _____

Name

Signature

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Approval of Memorandum of Understanding with Los Angeles County Office of Education for an Enterprise Resource Planning System

BACKGROUND INFORMATION:

The Los Angeles County Office of Education (LACOE) has been working to procure a new, integrated Financial and Human Capital Management System (known as the Business Enhancement System Transformation Project, or “BEST”) to replace the aging HRS and PeopleSoft systems. In order for LACOE to procure the new system, LACOE is asking school districts whether they will use the entire BEST Financial and Human Capital Management System or whether they will use a third-party financial system and just interface to the new BEST system. Since the District is already utilizing the SmarteFinancial system, the latter option applies to the District.

For districts committing to LACOE to continue participating in these systems, LACOE is committing to fund 50% of the total cost countywide to procure, configure, implement and support the new system. The District’s pro-rata contribution for the remaining 50% is calculated by using a total charge of \$34.70 per Average Daily Attendance (ADA) for a five-year period beginning in fiscal year 2017-18.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

\$535,733 for a five-year period beginning in 2017-18, paid from General Funds

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Los Angeles County Office of Education for an Enterprise Resource Planning System, and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 9:

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

ACTION ITEM: 4.5-A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION
AND THE AGENCY**

This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (Date) between the Los Angeles County Office of Education (“LACOE”) and Paramount Unified School District (“District” or “Agency”). LACOE and the District / Agency may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, the Agency, along with other Los Angeles County school districts, community colleges, charter schools, and joint powers authorities (“JPA”s) currently utilize the Human Resource System (“HRS”) and interface to PeopleSoft Financial System (“PSFS”) and receive services from LACOE for these systems and other peripheral systems; and

WHEREAS, the LACOE HRS and PSFS systems are approximately 28 and 17 years old, respectively, are costly to maintain, and must be replaced. These systems are scheduled to be retired by approximately December 2021. This date would allow sufficient time to design, configure, implement, and test by running live parallels on the new systems; and

WHEREAS, LACOE is planning to procure, configure, and implement an Enterprise Resource Planning (“ERP”) system which would provide a comprehensive human capital management (“HCM”) and financial services (“Finance”) for the benefit of LACOE and the Los Angeles County Districts and community colleges who elect to participate in, and contribute to, the total cost of the ERP system; and

WHEREAS, LACOE has committed to fund up to forty million dollars (\$40,000,000) on a dollar for dollar match of agency contributions for 50% of the total cost countywide to procure, configure, implement, and support the selected ERP system, which will be implemented pursuant to the Request for Proposals (“RFP”) No. 1563-15/16 for an Integrated Financial & Human Capital Management System and Implementation Services (i.e., the new ERP system) issued by LACOE on February 22, 2016; and

WHEREAS, LACOE asks the Agency to commit to continued participation in LACOE’s services as well as to make a pro-rata contribution (based on the Agency’s size and use) to fund the remaining 50% of the total cost to procure, configure, implement, and support the ERP system (HCM only) and interface from the Agency’s own financial system into the new ERP Financial System; and

WHEREAS, the purpose of this MOU is to memorialize LACOE’s commitment to provide a countywide, fully functioning, integrated ERP system to replace its existing HRS and PSFS systems and the Agency’s contractual commitment to participate in the new ERP system and to make payment to LACOE for the Agency’s pro-rata share; and

WHEREAS, LACOE will rely on the Agency’s commitment set forth herein to include the Agency in the development and finalization of the contracted scope of work and ERP software licensing with the new ERP system implementer and/or software provider; and

WHEREAS, the Parties acknowledge and agree that without the Agency’s commitment pursuant to the terms and conditions set forth herein prior to November 10, 2016, LACOE will not include the Agency in the scope of this project and the Agency will be required to seek and bear the full cost of its own systems and meet all Federal, State and Local statutory requirements prior to LACOE decommissioning the current HRS and PSFS by December 2021. The Agency may

choose to participate in LACOE systems at a later date; however it will be at full cost of implementation without LACOE's 50% financial commitment.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Agency Costs for Software License, Technical Architecture, and Implementation Services.** There is a one-time software license cost, implementation services, technical architecture, LACOE support, and costs related to the specific expenses necessary to design, configure, test, train, and implement the system for full use by the Agency. Project Implementation costs include those one-time expenses necessary to bring the systems online including but not limited to the software, system design and configuration, data conversion, training and testing system functionality as listed in Exhibit A "ERP Scope" (HCM only).

In consideration of LACOE's commitment to fund up to forty million dollars (\$40,000,000) on a dollar for dollar match of agency contributions for 50% of the total cost of the procurement, configuration, implementation, and support of the ERP system and to ensure that the Agency is included in the scope of such procurement, configuration, implementation, and support, the Agency agrees to pay its pro-rata share of the remaining 50% cost of the ERP system (HCM and Finance). The Agency's current estimated cost for its pro-rata contribution, based on the current participation in LACOE systems, is \$535,733.26. This amount is calculated by using a total charge of \$34.70 per ADA or FTES (community colleges will be charged based on Full-Time Equivalency Students) for the five-year period. On an annual amount, this is \$6.94 per year using 2015-2016 Fiscal Year P-2 ADA. This \$6.94 will be charged on a quarterly basis, \$1.735 per quarter starting in Fiscal Year 2017-18, for a five-year period, for a total of 20 quarters. The Agency's aforementioned pro-rata contribution also includes a one-time only interface charge, which will also be spread over 20 quarters, based on the following:

Range 2015-16 P-2 ADA or FTES	One-Time Interface Charge
1-14,999	20,000.00
15,000-19,999	30,000.00
20,000-24,999	40,000.00
25,000-49,999	50,000.00
50,000-149,999	75,000.00
150,000+	100,000.00

The Agency's final pro-rata contribution shall not exceed the estimated cost in the paragraph above and will be provided to the Agency by letter upon confirmation of districts, community colleges, charter schools, and JPAs participation and finalization of the contract(s) between LACOE and the ERP provider. The Agency's final pro-rata share shall also be subject to adjustment based on the final number of Los Angeles County school districts, community colleges, charter schools, and JPAs that commit to participate and contribute to the ERP system, and to contract negotiations.

Ongoing Agency Contributions After Fiscal Year 2021-22: Ongoing annual agency charges for the new ERP system will be determined at a future date to be in an addendum.

2. **Reliance on Agency's Contribution.** The Agency expressly acknowledges and agrees that LACOE relies on the Agency's contractual commitment set forth herein to make payment of its pro-rata contribution to LACOE. LACOE shall be entitled to rely on this commitment to include the Agency in the scope of the ERP system (HCM only) and to support LACOE's commitment to pay up to forty million dollars (\$40,000,000) on a dollar for dollar match of agency contributions for 50% of the total cost of the procurement, configuration, implementation, and support of the ERP system.
3. **LACOE Commitment.** LACOE shall replace existing systems scheduled to be retired approximately December 2021 by procuring, configuring, and implementing a fully integrated countywide ERP system, which shall include, but not be limited to, the functionality listed in Exhibit A "ERP Scope."
4. **Implementation Timeline.** The tentative BEST Project implementation timeline is as follows:
 - February 2017 – December 2018 – Baseline Financials and HCM Design and Configuration of all participating agencies. This represents approximately 75% of the total design and configuration.
 - October 2017 – December 2020 – Begin phasing Agency specific design and configuration (remaining 25% of the design and configuration).
 - January 2018 – June 2021 – Begin phased Agency grouping, testing, training, deployment, and post go-live support.
5. **Cost Overruns.** LACOE intends to efficiently manage the implementation plan, working with the Agency. In the event that the Agency either delays or fails to timely participate or cooperate in any portion of implementation and the delay results in cost overage or necessitates a change order that results in additional costs, the Agency will bear the entire costs of the change order. In the event that a change order is necessary because of delay or inaction caused by LACOE, LACOE will bear the entire cost of that change order. The Parties will act in good faith to determine responsibility for a change order. If the Parties are jointly responsible for delay that results in additional costs, they shall share responsibility equally.
6. **Remedies.** LACOE recognizes that this is a countywide implementation and as such each participating agency also assumes risk by virtue of entering into this MOU; therefore, if LACOE or its contracted vendor for the ERP system fails to implement the system per the contract, LACOE and the Agency will negotiate an appropriate remedy.
7. **Dispute Resolution/Attorneys' Fees.** The Parties agree to submit to binding arbitration to address any controversy or claim arising out of, or relating to this MOU. The arbitration award shall be binding upon the Parties and shall be enforceable in any court of competent jurisdiction. Both Parties shall share the cost of the dispute resolution process equally although attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. Each party shall bear their own attorneys' fees. This MOU shall be governed by the laws of the State of California with venue in Los Angeles County.
8. **Indemnification.**

a. The Agency agrees to defend, indemnify and hold harmless LACOE, its officials, officers, employees, and agents from any and all liability from loss, damage, or injury to property or persons, in any manner arising out of any negligent acts, omissions, or willful misconduct of the Agency arising out of or in connection with Agency's performance of this MOU, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of the LACOE, and in connection therewith.

b. LACOE agrees to defend, indemnify, and hold harmless the Agency, its officials, officers, employees, and agents from any and all liability from loss, damage, or injury to property or persons, in any manner arising out of any negligent acts, omissions, or willful misconduct of the LACOE arising out of or in connection with LACOE's performance of this MOU but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of the Agency, and in connection therewith.

9. **Term.** This MOU shall be effective as of the date set forth above and continues in effect for five years.
10. **Entire Agreement.** This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements relating to the new ERP system. It does not affect any existing financial systems agreements or impact charges for the existing PSFS and HRS systems. Charges for these systems will continue through December 2021.
11. **Exhibits and Recitals.** All Exhibits and Recitals contained herein are hereby incorporated into this MOU by this reference.
12. **Counterparts.** This MOU may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.
13. **Authority to Execute.** The persons executing this MOU on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.
14. **Notices.** Any notice, request, information or other document to be given hereunder to any of the Parties by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LACOE: Paul Landry, CPA, CIA, Project Director, BEST Project
Los Angeles County Office of Education
9300 Imperial Highway
Downey, California 90242-2890

If to DISTRICT / AGENCY: The Agency will identify the person to whom notice shall be given.

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other party in the manner provided for giving notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first written above.

**LOS ANGELES COUNTY OFFICE OF
EDUCATION**

DISTRICT / AGENCY

By: _____
Dr. Scott Price

By: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Los Angeles County Office of Education
Business Enhancement System Transformation (BEST) Project
Agency Charges MOUs
Exhibit A

Enterprise Resource Planning (ERP) Functionality Scope

Financials (FIN):

- General Ledger
- Accounts Payable
- Purchasing / eProcurement
- Inventory / Bar Coding
- Asset Management / Construction-in-Progress
- Accounts Receivable and Billing
- Budget Development, Modeling, and Multi-Year Projections/Planning
- Reporting
- Employee Self-Service (ESS)
- Manager Self-Service (MSS)
- Transaction Approvals/Workflow
- Ability to Access Information and Approve Transactions with Mobile Devices

Human Capital Management (HCM):

- Recruitment and Applicant Tracking
- Payroll
- Garnishments
- Time & Attendance
- Position Control
- Employee Benefits
- Personnel Actions (e.g., Onboarding, Position Assignments & Changes, and Off-boarding)
- Credentials Tracking
- Leave Management
- CalPERS and CalSTRS Retirement Reporting
- Employee Self-Service (ESS)
- Manager Self-Service (MSS)
- Transaction Approvals/Workflow
- Mobile Technology
- Ability to Access Information and Approve Transactions with Mobile Devices

Business Intelligence (BI):

BI is a reporting repository of FIN and HCM data/information available for analysis, inquiry, and decision-making purposes. BI features include highly scalable, modern architecture, with at-a-glance dashboards and drillable reports.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Revised Administrative Regulation 6159 – Individualized Education Program

BACKGROUND INFORMATION:

Submitted for the Board's information is revised Administrative Regulation 6159 – Individualized Education Program (IEP) which was developed to align with recent changes in Education Code and California School Boards Association recommendations. This regulation supports Board Policy 6159, which was updated January 31, 2007. There are no changes to Board Policy 6159. The Administrative Regulation 6159 – Individualized Education Program was last revised September 14, 2011. Deletions are reflected by a strikethrough and the new information is indicated with an underline.

Some of the key changes to this updated Administrative Regulation include:

- The IEP Team will include at least one of the student's regular education teachers in the IEP meeting if the student is participating in general education.
- The manner in which the student's disability affects his/her involvement and progress in the general education curriculum.
- The district shall invite other specified individuals to an IEP team meeting when considering postsecondary goals and/or any agency responsible for paying for the transition services.
- A statement of the supplementary aides and modifications or supports for school personnel that will be provided to enable the student toward attaining the annual goals.

PREPARED BY:

Kimberly Cole, 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.

CURRENT REGULATION

AR 6159(a)

Instruction

Individualized Education Program

Members of the Individualized Education Program Team

The IEP team for any student with a disability shall include the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian
2. If the student is or may be participating in the regular education program, at least one regular education teacher

If more than one regular education teacher is providing instructional services to the student, the District may designate one such teacher to represent the others.

3. At least one special education teacher or, where appropriate, at least one special education provider for the student
4. A representative of the District, who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the regular education curriculum
 - c. Knowledgeable about the availability of District and/or special education local plan area (SELPA) resources
5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in the item #6 below

6. At the discretion of the parent/guardian or District, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

CURRENT REGULATION

AR 6159(b)

Instruction

Individualized Education Program (continued)

7. Whenever appropriate, the student with the a disability
8. For transition service consideration:
 - a. The student, of any age, if the purpose of the meeting is the consideration of the student's transition service needs to assist him/her in reaching those goals pursuant to 34 CFR 300.320(b)

If the student does not attend the IEP team meeting, the District shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services
9. For students suspected of having a specific learning disability, in accordance with 34 CFR 300.310, at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years old or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

10. For students who have been placed in a group home by the juvenile court, a representative of the group home

If a student with a disability is identified as potentially requiring mental health services, the District shall request the participation of the county mental health program in the IEP team meeting prior to referring the student to a county mental health agency for services.

CURRENT REGULATION

AR 6159(c)

Instruction

Individualized Education Program (continued)

Upon request of the parent/guardian of a child who was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), the District shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services.

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the District agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting.

Even if the meeting involves a discussion of the IEP team member's area of curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the District consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting.

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place.

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341 (b) (6)

CURRENT REGULATION

AR 6159(d)

Instruction

Individualized Education Program (continued)

- b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following:

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting
3. Identification of any other agency that will be invited to send a representative

Meetings of the IEP Team

At each IEP team meeting convened by the District, the District administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request and before any IEP meeting. Upon receipt of an oral or written request, the District shall provide complete copies of the records within five business days.

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls.

An IEP team meeting may be conducted without a parent/guardian in attendance if the District is unable to convince the parent/guardian that

CURRENT REGULATION

AR 6159(e)

Instruction

Individualized Education Program (continued)

he/she should attend. In such a case, the District shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any response received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

Parents/guardians and the District shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the District gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to:

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

The District shall take any action

The District shall give the parents/guardians of a student with disabilities copy of his/her child's IEP at no cost.

Parent/Guardian

Before providing special education and related services, the District shall seek to obtain informed consent pursuant to 20 USC 1414(a)(1). The District shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all components of the IEP,

CURRENT REGULATION

AR 6159(f)

Instruction

Individualized Education Program (continued)

then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to student.

If the District determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with a free appropriate public education (FAPE), a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the District agree otherwise.

If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of the special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The District shall not request a due process hearing or pursue a mediation in order to require an agreement or ruling that services be provided to the student.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the District ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Contents of the IEP

The IEP shall be a written statement developed, reviewed, and revised in a meeting of the IEP team. It shall include, but is not limited to, all of the following:

CURRENT REGULATION

AR 6159(g)

Instruction

Individualized Education Program (continued)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e, the same curriculum as for nondisabled students)
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities
 - c. For students with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the District will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the statement, pursuant to Education Code 56345(a)
4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the statement mentioned in item #3 above

CURRENT REGULATION

AR 6159(h)

Instruction

Individualized Education Program (continued)

5. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on State and District wide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular State or District wide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

6. The projected date for the beginning of the services and modifications described in item #3 above and the anticipated frequency, location, and duration of those services and modifications
7. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
8. Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

The transition services, including courses of study, needed to assist the student in reaching those goals

Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

9. A statement of transition service needs, as defined in Education Code 56345.1, as follows:
 - a. Beginning at age 15 (or younger than 15 if determined appropriate by the IEP team), and annually thereafter, a statement of needed

CURRENT REGULATION

AR 6159(i)

Instruction

Individualized Education Program (continued)

transition services for the student, including, when appropriate, a statement of the interagency responsibilities or any needed linkages

10. Beginning at least one year before the student reaches 18, a statement that the student has been informed of his/her rights, in any, pursuant to 34 CFR 300.517 and Education Code 56041.5 that will transfer to the student reaching 18

Where appropriate, the IEP shall also include:

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the District's prescribed course of study and to meet or exceed proficiency standards required for graduation
2. Linguistically appropriate goals, objectives, programs, and services for students whose native language is not English
3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of FAPE
4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day

The IEP shall include descriptions of activities intended to:

- a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week
 - b. Support the transition of the student from the special education program into the regular education program
5. Specialized services, materials, and equipment for students with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136.

CURRENT REGULATION

AR 6159(j)

Instruction

Individualized Education Program (continued)

Development, Review, and Revision of the IEP

In developing the IEP, the IEP team shall consider all of the following:

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial assessment or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instructions in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

CURRENT REGULATION

AR 6159(k)

Instruction

Individualized Education Program (continued)

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the IEP team shall include a statement to that effect in the student's IEP.

1. Reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and the appropriateness of placement
2. Revises the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the regular education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Other matters
3. Considers the special factors listed in items #5-9 above when reviewing the IEP of a student with a disability who has additional behavior or communications needs

CURRENT REGULATION

AR 6159(l)

Instruction

Individualized Education Program (continued)

The IEP team shall also meet:

1. Whenever the student has received an initial formal assessment and, when desired, when the student receives any subsequent formal assessment
2. Upon request by student's parent/guardian or teacher to develop, review, or revise the IEP

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning.

If a participating agency other than the District fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP.

As a member of the IEP team, the regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of:

1. Appropriate positive behavioral interventions and supports and other strategies for the student
2. Supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320

To the extent possible, the District shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student.

The student shall be allowed to provide confidential input to any representative of his/her IEP team.

If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the District in a nonpublic, nonsectarian school, the District shall conduct an annual evaluation as part of the IEP

CURRENT REGULATION

AR 6159(m)

Instruction

Individualized Education Program (continued)

process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs.

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the District may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the District shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments.

When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of all of the following:

1. The case progress
2. The continuing need for out-of-home placement
3. The extent of compliance with the IEP
4. Progress toward alleviating the need for out-of-home care

Timelines for the IEP and for Provision of Services

The District shall ensure that a meeting to develop an initial IEP shall be conducted within 30 days of a determination that a student needs special education and related services. The District shall also ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP

An IEP required as a result of an assessment of the student shall be developed within 60 days (not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days) from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension.

CURRENT REGULATION

AR 6159(n)

Instruction

Individualized Education Program (continued)

However, an IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for a student for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of school vacations, the 60 day time limit shall recommence on the date that the student's school days reconvene.

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school session or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the District shall notify the parent/guardian of the need for a written request and the procedure for filing such a request.

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track.

If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parents/guardian consents in writing to an extension of time.

The District shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The District shall also ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.

CURRENT REGULATION

AR 6159(o)

Instruction

Individualized Education Program (continued)

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the District, the District shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services.

If the student transfers into the District from another school district within the same SELPA during the school year, the District shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the District agree to develop, adopt, and implement a new IEP that is consistent with the State and Federal law.

If the student transfers into the District from a school district outside of the District's SELPA during the school year, the District shall provide the student with FAPE, including services comparable to those described in the previous District's IEP. Within 30 days, the District shall, in consultation with the student's parents/guardians, adopt the previous IEP or shall develop, adopt, and implement a new IEP that is consistent with State and Federal law.

If the student transfers into the District from an out-of-State district during the school year, the District shall provide the student with FAPE, including services comparable to the out-of-State district's IEP, in consultation with the parent/guardian, until such time as the District conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate.

Due Process/Mediation

A student shall not be required to participate in all or part of any special education program unless the parent/guardian is first informed in writing of the facts that make participation in the program necessary or desirable and the contents of the IEP, and the parent/guardian consents, in writing, to all or part of the IEP after receiving this notice. If the parent/guardian does not consent to all of the components of the IEP, then those components of the IEP to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.

CURRENT REGULATION

AR 6159(p)

Instruction

Individualized Education Program (continued)

If the Superintendent or designee determines that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide a free and appropriate public education to the student, he/she shall either initiate a due process hearing or a prehearing mediation conference with the state pursuant to Education Code 56500.3. While his due process hearing or prehearing mediation conference is pending, the student shall remain in his/her current placement unless the parent/guardian and the Superintendent or designee agrees otherwise.

While a due process hearing is pending, the Superintendent or designee may choose to meet informally with the parent/guardian pursuant to Education Code 56502 or may hold a mediation conference pursuant to Education Code 56503. If a due process hearing is held, the hearing decision shall be the final administrative determination and shall be binding upon the parties.

Regulation
adopted: 5-8-07
revised:09-14-11

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED REGULATION

AR 6159(a)

Instruction

Individualized Education Program

Members of the Individualized Education Program Team

At the beginning of each school year, the District shall have an individualized education program (IEP) in effect for each student with a disability within District jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability.

Members of the IEP Team

The IEP team for any student with a disability shall include the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by ~~the parent/guardian~~ them
2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Superintendent or designee to represent the student's teachers

~~If more than one regular education teacher is providing instructional services to the student, the District may designate one such teacher to represent the others.~~

The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320.

3. At least one of the student's special education teachers or, where appropriate, ~~at least one special education providers~~ for the student
4. A representative of the District, who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the ~~regular~~ general education curriculum

PROPOSED REGULATION

AR 6159(b)

Instruction

Individualized Education Program (continued)

- c. Knowledgeable about the availability of District and/or special education local plan area (SELPA) resources
5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in the item #6 below

6. At the discretion of the parent/guardian or District the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with ~~the~~ a disability

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team.

8. ~~For transition service consideration:~~

- a. ~~The student, of any age, if the purpose of the meeting is the consideration of the student's transition service needs to assist him/her in reaching those goals pursuant to 34 CFR 300.320(b)~~

~~If the student does not attend the IEP team meeting, the District shall take other steps to ensure that the student's preferences and interests are considered.~~

- b. ~~To the extent appropriate and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services~~

PROPOSED REGULATION

AR 6159(c)

Instruction

Individualized Education Program (continued)

- ~~9.8. For~~ When the student is suspected of having a specific learning disability, ~~in accordance with 34 CFR 300.310,~~ at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years old or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

- ~~10.1. For~~ When the student who has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings.

~~If a student with a disability is identified as potentially requiring mental health services, the District shall request the participation of the county mental health program in the IEP team meeting prior to referring the student to a county mental health agency for services.~~

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend:

- a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

PROPOSED REGULATION

AR 6159(d)

Instruction

Individualized Education Program (continued)

- ~~3. Upon request of the parent/guardian of a child who~~ If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the District Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services.

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the District agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the District consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting.

Parent/Guardian Participation and Other Rights

~~The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place.~~

~~The Superintendent or designee shall send parents/guardians notices of IEP team meetings that:~~

- ~~1. Indicate the purpose, time, and location of the meeting~~
- ~~2. Indicate who will be in attendance at the meeting~~
- ~~3. Inform them of:~~

PROPOSED REGULATION

AR 6159(e)

Instruction

Individualized Education Program (continued)

- a. ~~Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341 (b) (6)~~
- b. ~~The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)~~

~~In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following:~~

1. ~~An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)~~
2. ~~An indication that the student is invited to the IEP team meeting~~
3. ~~Identification of any other agency that will be invited to send a representative~~

Meetings of the IEP Team

~~At each IEP team meeting convened by the District, the District administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.~~

~~The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request and before any IEP meeting. Upon receipt of an oral or written request, the District shall provide complete copies of the records within five business days~~

PROPOSED REGULATION

AR 6159(f)

Instruction

Individualized Education Program (continued)

~~If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls.~~

Individualized Education Program (continued)

~~An IEP team meeting may be conducted without a parent/guardian in attendance if the District is unable to convince the parent/guardian that he/she should attend. In such a case, the District shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including:~~

- ~~1. Detailed records of telephone calls made or attempted and the results of those calls~~
- ~~2. Copies of correspondence sent to the parent/guardian and any response received~~
- ~~3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits~~

~~Parents/guardians and the District shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the District gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to:~~

- ~~1. Inspect and review the audio recordings~~
- ~~2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights~~
- ~~3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights~~

The District shall take any action

~~The District shall give the parents/guardians of a student with disabilities copy of his/her child's IEP at no cost.~~

PROPOSED REGULATION

AR 6159(g)

Instruction

Individualized Education Program (continued)

Parent/Guardian

~~Before providing special education and related services, the District shall seek to obtain informed consent pursuant to 20 USC 1414(a)(1). The District shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to student.~~

~~If the District determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with a free appropriate public education (FAPE), a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the District agree otherwise.~~

~~If at any time subsequent to the initial provision of services, the student's parent/guardian revokes consent, in writing, for the continued provision of the special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The District shall not request a due process hearing or pursue a mediation in order to require an agreement or ruling that services be provided to the student.~~

~~Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.~~

PROPOSED REGULATION

AR 6159(h)

Instruction

Individualized Education Program (continued)

~~When the District ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.~~

Contents of the IEP

The IEP shall be a written statement developed, reviewed, and revised in a meeting of the IEP team. It shall include, but is not be limited to, all of the following:

1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. ~~The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)~~
 - b. ~~For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities~~
 - c. ~~For students with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short term objectives~~

PROPOSED REGULATION

AR 6159(i)

Instruction

Individualized Education Program (continued)

- a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from his/her disability
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the District will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
 - ~~a. Advance appropriately toward attaining the annual goals~~
 - ~~b. Be involved and make progress in the general education in accordance with item #1 above and to participate in extracurricular and other nonacademic activities~~
 - ~~c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the statement, pursuant to Education Code 56345(a)~~
- ~~4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the statement mentioned in item #3 above~~
4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals

PROPOSED REGULATION

AR 6159(j)

Instruction

Individualized Education Program (continued)

b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

~~5. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments~~

~~If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.~~

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

~~6. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications~~

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

PROPOSED REGULATION

AR 6159(k)

Instruction

Individualized Education Program (continued)

~~7. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:~~

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

~~8. Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills~~

~~The transition services, including courses of study, needed to assist the student in reaching those goals~~

~~Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5~~

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

a. Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

~~9. A statement of transition service needs, as defined in Education Code 56345.1, as follows:~~

~~a. Beginning at age 15 (or younger than 15 if determined appropriate by the IEP team), and annually thereafter, a statement of needed transition services for the student, including, when appropriate, a~~

PROPOSED REGULATION

AR 6159(l)

Instruction

Individualized Education Program (continued)

~~statement of the interagency responsibilities or any needed linkages~~

9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5
- ~~10. Beginning at least one year before the student reaches 18, a statement that the student has been informed of his/her rights, in any, pursuant to 34 CFR 300.517 and Education Code 56041.5 that will transfer to the student reaching 18~~

Where appropriate, the IEP shall also include:

1. For a students in grades 7-12, any alternative means and modes necessary for the student to complete the District's prescribed course of study and to meet or exceed proficiency standards required for graduation
2. Linguistically appropriate goals, objectives, programs, and services for a students whose native language is not English
3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)
4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:

~~The IEP shall include descriptions of activities intended to:~~

- a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week

PROPOSED REGULATION

AR 6159(m)

Instruction

Individualized Education Program (continued)

- b. Support the transition of the student from the special education program into the regular education program
5. Specialized services, materials, and equipment for a students with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136.

Development, Review, and Revision of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted.

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene.

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year.

In developing the IEP, the IEP team shall consider all of the following:

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment ~~or most recent assessment~~ of the student. Assessments must be composed of a variety of technically sound instruments and strategies to gather relevant functional, developmental, behavioral, social, emotional and academic information

PROPOSED REGULATION

AR 6159(n)

Instruction

Individualized Education Program (continued)

4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instructions in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that a the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the ~~IEP~~ team shall include a statement to that effect in the student's IEP.

PROPOSED REGULATION

AR 6159(o)

Instruction

Individualized Education Program (continued)

Provision of Special Education and Related Services

The District shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP.

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to:

- ~~1. Reviews the IEP periodically, but at least annually, to~~ determine whether the annual goals for the student are being achieved and the appropriateness of placement
2. Revises the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the ~~regular~~ general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Any other relevant matters

PROPOSED REGULATION

AR 6159(p)

Instruction

Individualized Education Program (continued)

3. Considers the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of a any student with a disability who has additional behavior or communications needs to whom one of those factors may apply

The IEP team shall also meet: at any other time upon request by the student's parent/guardian or teacher to rview or revise the IEP.

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request.

- ~~1. Whenever the student has received an initial formal assessment and, when desired, when the student receives any subsequent formal assessment~~
- ~~2. Upon request by student's parent/guardian or teacher to develop, review, or revise the IEP~~

~~The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning.~~

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when

PROPOSED REGULATION

AR 6159(q)

Instruction

Individualized Education Program (continued)

school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the District fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP.

~~As a member of the IEP team, the regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of:~~

- ~~1. Appropriate positive behavioral interventions and supports and other strategies for the student~~
- ~~2. Supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320~~

~~To the extent possible, the District shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student.~~

~~The student shall be allowed to provide confidential input to any representative of his/her IEP team.~~

If a student with a disabilitiesy residing in a licensed children's institution or foster family home has been placed by the District in a nonpublic, nonsectarian school, the District Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs.

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student.

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the District Superintendent or designee may agree not to convene an IEP team

PROPOSED REGULATION

AR 6159(r)

Instruction

Individualized Education Program (continued)

meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP.

The IEP team shall be informed of any such changes. Upon request, the District Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments.

~~When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of all of the following:~~

- ~~1. The case progress~~
- ~~2. The continuing need for out of home placement~~
- ~~3. The extent of compliance with the IEP~~
- ~~4. Progress toward alleviating the need for out of home care~~

Timelines for the IEP and for Provision of Services

~~The District shall ensure that a meeting to develop an initial IEP shall be conducted within 30 days of a determination that a student needs special education and related services. The District shall also ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP~~

~~An IEP required as a result of an assessment of the student shall be developed within 60 days (not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days) from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension.~~

~~However, an IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for a student for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of school vacations, the~~

PROPOSED REGULATION

AR 6159(s)

Instruction

Individualized Education Program (continued)

~~60 day time limit shall recommence on the date that the student's school days reconvene.~~

~~When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school session or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the District shall notify the parent/guardian of the need for a written request and the procedure for filing such a request.~~

~~A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year round schools, days when the school is off track.~~

~~If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parents/guardian consents in writing to an extension of time.~~

~~The District shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The District shall also ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.~~

Transfer Students

~~To facilitate the transition of a student with a disability who is transferring into the District, the District shall take reasonable steps to promptly obtain the~~

PROPOSED REGULATION

AR 6159(t)

Instruction

Individualized Education Program (continued)

~~student's records, including his/her IEP and the supporting documents related to the provision of special education services.~~

~~If the student transfers into the District from another school district within the same SELPA during the school year, the District shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the District agree to develop, adopt, and implement a new IEP that is consistent with the State and Federal law.~~

~~If the student transfers into the District from a school district outside of the District's SELPA during the school year, the District shall provide the student with FAPE, including services comparable to those described in the previous District's IEP. Within 30 days, the District shall, in consultation with the student's parents/guardians, adopt the previous IEP or shall develop, adopt, and implement a new IEP that is consistent with State and Federal law.~~

~~If the student transfers into the District from an out of State district during the school year, the District shall provide the student with FAPE, including services comparable to the out of State district's IEP, in consultation with the parent/guardian, until such time as the District conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate.~~

Due Process/Mediation

~~A student shall not be required to participate in all or part of any special education program unless the parent/guardian is first informed in writing of the facts that make participation in the program necessary or desirable and the contents of the IEP, and the parent/guardian consents, in writing, to all or part of the IEP after receiving this notice. If the parent/guardian does not consent to all of the components of the IEP, then those components of the IEP to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.~~

~~If the Superintendent or designee determines that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide a free and appropriate public education to the student, he/she shall either~~

PROPOSED REGULATION

AR 6159(u)

Instruction

Individualized Education Program (continued)

~~initiate a due process hearing or a prehearing mediation conference with the state pursuant to Education Code 56500.3. While his due process hearing or prehearing mediation conference is pending, the student shall remain in his/her current placement unless the parent/guardian and the Superintendent or designee agrees otherwise.~~

~~While a due process hearing is pending, the Superintendent or designee may choose to meet informally with the parent/guardian pursuant to Education Code 56502 or may hold a mediation conference pursuant to Education Code 56503. If a due process hearing is held, the hearing decision shall be the final administrative determination and shall be binding upon the parties.~~

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to:

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure

PROPOSED REGULATION

AR 6159(v)

Instruction

Individualized Education Program (continued)

that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place.

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following:

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting

PROPOSED REGULATION

AR 6159(w)

Instruction

Individualized Education Program (continued)

3. Identification of any other agency that will be invited to send a representative

At each IEP team meeting convened by the district, the district and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days.

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning.

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls.

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

PROPOSED REGULATION

AR 6159(x)

Instruction

Individualized Education Program (continued)

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English.

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost.

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise.

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the

PROPOSED REGULATION

AR 6159(y)

Instruction

Individualized Education Program (continued)

Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the District ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the District, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services.

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the District agree to develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the District from a school district outside of the District's SELPA during the school year, the District shall provide the student with FAPE, including services comparable to those described in the previous District's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous District's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the District from an out-of-state district during the school year, the District shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate.

Regulation
adopted: 5-8-07
revised: 09-14-11
revised:

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: November 14, 2016
SUBJECT: Revised Administrative Regulation 5114.1 – Suspension and Expulsion/Due Process (Individuals with Exceptional Needs)

BACKGROUND INFORMATION:

Submitted for the Board's information is revised Administrative Regulation 5114.1 – Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) which was developed to align with recent changes in Education Code and California School Boards Association (CSBA) recommendations. Per CSBA the regulation is not supported with board policy. The Administrative Regulation 5114.1 – Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) was last revised October 9, 2007. Deletions are reflected by a strikethrough and the new information is indicated with an underline.

Some changes in language to this updated administrative regulation include:

- Suspension and expulsion procedures, patterns of removal, change of placement.
- Interim alternative educational placement due to dangerous behavior.
- Manifestation determination when a student is suspended for more than 10 consecutive days.

PREPARED BY:

Kimberly Cole, 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.

CURRENT REGULATION

5114.1 (a)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs)

Suspension

A student enrolled in a special education program is subject to the same grounds for suspension which apply to non-handicapped students. All the procedural safeguards established by district policies and regulations shall be observed in considering the suspension of special education students. (Ed. Code 48900.5)(cf. 5114)

Expulsion

The governing board may expel a student who is currently enrolled in a special education program only if an individualized education program team has determined that (1) the misconduct was not caused by, or a direct manifestation of, the student's identified handicap; and (2) the student was appropriately placed at the time the misconduct occurred. (Ed. Code 48915.5)

If a student is enrolled in a special education program at the time the recommendation for expulsion is made, the procedures and timeline governing expulsion shall be the same as those for other students recommended for expulsion, except that an individualized education program (IEP) team meeting shall be held as follows: (Ed. Code 48915.5) (cf. 5114)

1. IEP meeting shall be held within ten (10) school days after an expulsion hearing is set.
2. The parent/guardian shall be notified of his/her right to participate in the meeting at least forty-eight (48) hours prior to the meeting.
3. Unless a parent/guardian has requested a postponement, the meeting may be conducted without the parent's/guardian's participation.
4. A request by a parent/guardian that the meeting be postponed shall be granted by the district for up to three (3) additional school days. The district shall extend any suspension of the student for the period of postponement.
5. The IEP Team shall determine if the misconduct was caused by, or a direct manifestation of, the student's identified handicap. The IEP Team shall also determine if the student has been appropriately placed at the time the misconduct occurred.
6. In reaching its decision, the Team shall consider relevant information that has been acquired within three (3) years of the date of the alleged misconduct.

CURRENT REGULATION

5114.1 (b)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs)

Expulsion (continued)

Relevant information shall include all of the following:

- a. A review of the student's school progress and behavior, if available, including, but not limited to, a review of the student's individualized education program, teacher progress reports and comments, school health records, and the school discipline records.
 - b. A review of the ability of the student to conform his/her behavior to the prescribed standards, and a determination of the relationship, if any, between the student's behavior and his/her handicapping condition.
7. If a state special education due process hearing is initiated by the parent/guardian due to a disagreement with the IEP Team recommendation, the district shall cooperate with the State Department of Education towards achieving an expeditious resolution of the disagreement.
 8. Parental consent is not required as a condition for expulsion proceedings or the decision to expel..

Legal Reference:

Education Code	
35146	Closed Sessions (Re Suspensions)
35291	Rules (Of Governing Board)
48900-48925	Suspension and Expulsion
48912 (b)	Closed Sessions (Re Suspensions)
56340-56347	Individual Education Program Teams
Government Code	
Penal Code	
626.2	Entry Upon Campus After Written Notice of Suspension or Dismissal Without Permission

MONTOYA vs. SANGER UNIFIED SCHOOL DISTRICT, 502 F. Supp 209
(E.D. Calif. 1980) (Re Extension of Suspension)

Regulation
adopted: 11-25-86
revised: 10-24-07

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED REGULATION

AR 5114.1 (a)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students with Disabilities)

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

~~A student enrolled in a special education program is subject to the same grounds for suspension which apply to non-handicapped students. All the procedural safeguards established by district policies and regulations shall be observed in considering the suspension of special education students. (Ed. Code 48900.5)(ef. 5114)~~

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances:

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total

PROPOSED REGULATION

AR 5114.1 (b)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

Expulsion (continued)

amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services.

Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur.

If the IEP of a student with a disability requires the District to provide the student with transportation, the District shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation.

Expulsion

~~The governing board may expel a student who is currently enrolled in a special education program only if an individualized education program team has determined that (1) the misconduct was not caused by, or a direct manifestation of, the student's identified handicap; and (2) the student was appropriately placed at the time the misconduct occurred. (Ed. Code 48915.5)~~

~~If a student is enrolled in a special education program at the time the recommendation for expulsion is made, the procedures and timeline governing expulsion shall be the same as those for other students recommended for expulsion, except that an individualized education program (IEP) team meeting shall be held as follow: (Ed. Code 48915.5) (cf. 5114)~~

- ~~1. IEP meeting shall be held within ten (10) school days after an expulsion hearing is set.~~
- ~~2. The parent/guardian shall be notified of his/her right to participate in the meeting at least forty eight (48) hours prior to the meeting.~~

PROPOSED REGULATION

AR 5114.1 (c)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

- ~~3. Unless a parent/guardian has requested a postponement, the meeting may be conducted without the parent's/guardian's participation.~~
- ~~4. A request by a parent/guardian that the meeting be postponed shall be granted by the district for up to three (3) additional school days. The district shall extend any suspension of the student for the period of postponement.~~
- ~~5. The IEP Team shall determine if the misconduct was caused by, or a direct manifestation of, the student's identified handicap. The IEP Team shall also determine if the student has been appropriately placed at the time the misconduct occurred.~~
- ~~6. In reaching its decision, the Team shall consider relevant information that has been acquired within three (3) years of the date of the alleged misconduct.~~

Relevant information shall include all of the following:

- ~~a. A review of the student's school progress and behavior, if available, including, but not limited to, a review of the student's individualized education program, teacher progress reports and comments, school health records, and the school discipline records.~~
 - ~~b. A review of the ability of the student to conform his/her behavior to the prescribed standards, and a determination of the relationship, if any, between the student's behavior and his/her handicapping condition.~~
- ~~7. If a state special education due process hearing is initiated by the parent/guardian due to a disagreement with the IEP Team recommendation, the district shall cooperate with the State Department of Education towards achieving an expeditious resolution of the disagreement.~~
 - ~~8. Parental consent is not required as a condition for expulsion proceedings or the decision to expel.~~

Interim Alternative Educational Placement Due to Dangerous Behavior

PROPOSED REGULATION

AR 5114.1 (d)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

The District may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function:

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team.

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504.

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP.

As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the District's code of conduct:

PROPOSED REGULATION

AR 5114.1 (e)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504.

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action.

At the manifestation determination review, the District, the student's parent/guardian, and relevant members of the IEP team (as determined by the District and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following:

- a. Caused by or had a direct and substantial relationship to the student's disability

- b. A direct result of the District's failure to implement the student's IEP, in which case the District shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability.

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior.

The student shall be returned to the placement from which he/she was

PROPOSED REGULATION

AR 5114.1 (f)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan.

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Due Process Appeals

If the parent/guardian disagrees with any District decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The District may request a hearing if the District believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b).

Whenever a hearing is requested as specified above, the parent/guardian or the District shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the District has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and District agree otherwise.

PROPOSED REGULATION

AR 5114.1 (g)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs)
(Students With Disabilities)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students.

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5114 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian.

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the District's code of student conduct may nevertheless assert any of the protections under IDEA, if the District had knowledge of the student's disability.

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred:

PROPOSED REGULATION

AR 5114.1 (h)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

1. The parent/guardian, in writing, has expressed concern to District supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the District's director of special education or other supervisory District personnel about a pattern of behavior demonstrated by the student.

However, the District shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the District determined that he/she was not an individual with a disability.

When the District is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior.

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

Legal Reference:

Education Code

35146

~~Closed Sessions (Re: Ssuspensions)~~

35291

~~Rules (Of Ggoverning Bboard)~~

48203

Reports of severance of attendance of disabled students

48900-48925

~~Suspension and Eexpulsion~~

48912 (b)

~~Closed Sessions (Re Suspensions)~~

PROPOSED REGULATION

AR 5114.1 (i)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

<u>49076</u>	<u>Access to student records</u>
<u>56000</u>	<u>Special education; legislative findings and declarations</u>
<u>56320</u>	<u>Educational needs; requirements</u>
<u>56321</u>	<u>Development or revision of individualized education program</u>
<u>56329</u>	<u>Independent educational assessment</u>
<u>56340-56347</u>	<u>Individual Education Program Teams</u>
<u>56505</u>	<u>State hearing</u>

Government Code

Penal Code

<u>245</u>	<u>Assault with deadly weapon</u>
<u>626.2</u>	<u>Entry Upon Campus After Written Notice of Suspension or Dismissal Without Permission</u>

~~MONTOYA vs. SANGER UNIFIED SCHOOL DISTRICT, 502 F. Supp 209 (E.D. Calif. 1980) (Re Extension of Suspension)~~

<u>626.9</u>	<u>Gun-Free School Zone Act</u>
<u>626.10</u>	<u>Dirks, daggers, knives, razors, or stun guns</u>
<u>UNITED STATES CODE, TITLE 18</u>	
<u>930</u>	<u>Weapons</u>
<u>1365</u>	<u>Serious bodily injury</u>
<u>UNITED STATES CODE, TITLE 20</u>	
<u>1412</u>	<u>State eligibility</u>
<u>1415</u>	<u>Procedural safeguards</u>
<u>UNITED STATES CODE, TITLE 21</u>	
<u>812</u>	<u>Controlled substances</u>
<u>UNITED STATES CODE, TITLE 29</u>	
<u>706</u>	<u>Definitions</u>
<u>794</u>	<u>Rehabilitation Act of 1973, Section 504</u>
<u>CODE OF FEDERAL REGULATIONS, TITLE 34</u>	
<u>104.35</u>	<u>Evaluation and placement</u>
<u>104.36</u>	<u>Procedural safeguards</u>
<u>300.1-300.818</u>	<u>Assistance to states for the education of students with disabilities, especially:</u>
<u>300.530-300.537</u>	<u>Discipline procedures</u>
<u>COURT DECISIONS</u>	
<u>Schaffer v. Weast, (2005) 546 U.S. 549</u>	
<u>Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d</u>	

PROPOSED REGULATION

AR 5114.1 (j)

Students

Suspension and Expulsion/Due Process (Individuals with Exceptional Needs) (Students With Disabilities)

1489

M.P. v. Governing Board of Grossmont Union High School District, (1994)

858 F.Supp. 1044

Honig v. Doe, (1988) 484 U.S. 305

Regulation

adopted: 11-25-86

revised: 10-24-07

revised:

PARAMOUNT UNIFIED SCHOOL DISTRICT

Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Monthly Financial Statements, October 2016

BACKGROUND INFORMATION:

Business Services provides a financial statement each month. Staff has prepared a financial statement for each fund in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, expenditures through October 31, 2016, and the percentage of the budget remaining. Highlights include revenues received in excess of \$100,000.

HIGHLIGHTS

Fund 01 – General Fund Revenues

- Received revenue of \$11,207,582 for LCFF October apportionment
- Received revenue of \$368,634 for 15-16 Fourth Quarter Lottery Educational apportionment
- Received revenue of \$397,333 for 15-16 Fourth Quarter Lottery Educational apportionment

Fund 11 – Adult Education Fund Revenues

- Received revenue of \$485,731 for 16-17 Adult Education Block Grant

Fund 12 – Child Development Fund Revenues

- Received revenue of \$177,861 for the California State Preschool program

Fund 13 – Cafeteria Fund Revenues

- No highlights to report

Fund 21 – Building Fund Revenues

- No highlights to report

**Fund 25 – Capital Facilities Fund
Revenues**

- No highlights to report

**Fund 35 – County School Facilities Fund
Revenues**

- No highlights to report

**Fund 40 – Special Reserve Fund for Capital Outlay Projects
Revenues**

- No highlights to report

**Fund 67.1 – Workers’ Compensation Fund
Revenues**

- Received revenue of \$140,104 from District contributions for Workers’ Compensation

**Fund 67.2 – Early Retirees Health and Welfare Fund
Revenues**

- Received revenue of \$281,424 from Early Retirees and the District for Health and Welfare premium contributions

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
GENERAL FUND-COMBINED (01)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					
3	1) Revenue Limit Sources	8010-8099	155,078,350	155,078,350	40,131,694	74%
4	2) Federal Revenues	8100-8299	8,874,764	8,874,764	529,766	94%
5	3) Other State Revenues	8300-8599	11,483,557	11,483,557	2,926,284	75%
6	4) Other Local Revenues	8600-8799	1,890,436	1,900,575	47,482	98%
7	5) Total Revenues		177,327,107	177,337,246	43,635,226	75%
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	79,217,250	79,319,746	14,776,617	81%
10	2) Classified Salaries	2000-2999	21,772,606	21,854,028	5,024,233	77%
11	3) Employee Benefits	3000-3999	40,271,195	40,324,649	5,559,208	86%
12	4) Books and Supplies	4000-4999	12,517,323	13,031,908	3,730,121	71%
13	5) Services, Other Operating Expenses	5000-5999	20,183,107	21,126,244	5,261,752	75%
14	6) Capital Outlay	6000-6599	6,533,723	6,406,481	181,568	97%
15		7100-7299				
16	7) Other Outgo	7400-7499	180,000	180,000	13,878	92%
17	8) Direct Support/Indirect Costs	7300-7399	(236,060)	(236,250)	-	100%
18	9) Total Expenditures		180,439,144	182,006,806	34,547,377	81%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(3,112,037)	(4,669,560)	9,087,849	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	1,545,000	1,545,000	1,545,000	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses		(1,545,000)	(1,545,000)	(1,545,000)	
34						
35	E. Net Increase (Decrease) in Fund Balance		(4,657,037)	(6,214,560)	7,542,849	
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	48,188,478	48,188,478	48,188,478	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		48,188,478	48,188,478	48,188,478	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		48,188,478	48,188,478	48,188,478	
44	2) Ending Balance June 30		43,531,441	41,973,918	55,731,327	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	40,000	40,000	40,000	
49	Stores	9712	300,000	300,000	300,000	
50	Legally Restricted Balance	9740	6,085,582	6,085,582	6,085,582	
51	b) Designated for Economic Unc.	9789	12,000,000	12,000,000	12,000,000	
52	Designated for Mandated Cost	9775-9780	-	-	-	
53	Designated for Digital High School	9775-9780	-	-	-	
54	Designated for Anticipated State Rev. Cuts	9775-9780	-	-	-	
55	Designated for Other Assignments	9780	20,147,495	20,147,495	20,147,495	
56	c) Undesignated Amount for Projects	9790				
57	d) Unappropriated Amount	9790	4,958,364	3,400,841	17,158,250	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
ADULT EDUCATION FUND (11)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	
4	2) Federal Revenues	8100-8299	716,833	716,833	528,567	26%
5	3) Other State Revenues	8300-8599	3,104,598	3,104,598	1,942,929	37%
6	4) Other Local Revenues	8600-8799	268,500	268,500	69,099	74%
7	5) Total Revenues		4,089,931	4,089,931	2,540,595	38%
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	824,706	824,706	250,206	70%
10	2) Classified Salaries	2000-2999	574,616	574,616	126,578	78%
11	3) Employee Benefits	3000-3999	469,123	469,123	93,210	80%
12	4) Books and Supplies	4000-4999	88,000	173,437	36,956	79%
13	5) Services, Other Operating Expenses	5000-5999	1,803,438	1,747,438	100,316	94%
14	6) Capital Outlay	6000-6599	25,000	20,000	-	100%
15		7100-7299				
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	136,548	136,548	-	100%
18	9) Total Expenditures		3,921,431	3,945,868	607,266	85%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		168,500	144,063	1,933,329	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			168,500	144,063	1,933,329	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	2,576,595	2,744,095	2,744,095	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		2,576,595	2,744,095	2,744,095	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		2,576,595	2,744,095	2,744,095	
44	2) Ending Balance June 30		2,745,095	2,888,158	4,677,424	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	116,573	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	2,628,522	2,888,158	4,677,424	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT FUND (12)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	304,257	184,000	41,394	78%
5	3) Other State Revenues	8300-8599	2,052,651	2,172,908	1,186,030	45%
6	4) Other Local Revenues	8600-8799	28,400	28,400	9,464	67%
7	5) Total Revenues		2,385,308	2,385,308	1,236,888	48%
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	682,430	682,430	138,901	80%
10	2) Classified Salaries	2000-2999	718,566	718,566	146,771	80%
11	3) Employee Benefits	3000-3999	576,651	578,048	76,023	87%
12	4) Books and Supplies	4000-4999	128,276	128,617	12,695	90%
13	5) Services, Other Operating Expenses	5000-5999	176,473	175,826	13,343	92%
14	6) Capital Outlay	6000-6599		-	-	0%
15		7100-7299				
16	7) Other Outgo	7400-7499		-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	99,512	99,512	-	100%
18	9) Total Expenditures		2,381,908	2,382,999	387,733	84%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		3,400	2,309	849,155	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			3,400	2,309	849,155	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	898,273	710,598	710,598	
40	b) Unaudited Actual Adj.	9792		-	-	
41	c) As of July 1 - Unaudited		898,273	710,598	710,598	
42	d) Audit Adj/Restatement	9793		-	-	
43	e) Net Beginning Balance		898,273	710,598	710,598	
44	2) Ending Balance June 30		901,673	712,907	1,559,753	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	846,238			
51	b) Designated for Economic Unc.	9770		-	-	
52	Other Assignments	9775-9780	55,435	712,907	1,559,753	
53	c) Undesignated Amount for Projects	9790				
54	d) Unappropriated Amount	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
CAFETERIA - ENTERPRISE FUND (13)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	83%
4	2) Federal Revenues	8100-8299	\$ 8,646,350	8,646,350	1,499,521	82%
5	3) Other State Revenues	8300-8599	\$ 688,794	688,794	121,029	79%
6	4) Other Local Revenues	8600-8799	\$ 379,856	379,856	78,548	83%
7	5) Total Revenues		\$ 9,715,000	9,715,000	1,699,098	
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999		-	-	77%
10	2) Classified Salaries	2000-2999	\$ 3,548,022	3,548,022	817,159	83%
11	3) Employee Benefits	3000-3999	\$ 1,571,939	1,571,939	267,754	80%
12	4) Books and Supplies	4000-4999	\$ 4,317,127	4,292,127	840,353	68%
13	5) Services, Other Operating Expenses	5000-5999	\$ 220,226	245,226	78,593	#DIV/0!
14	6) Capital Outlay	6000-6599				
15		7100-7299	\$ -	-	-	0%
16	7) Other Outgo	7400-7499	\$ -	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399				79%
18	9) Total Expenditures		9,657,314	9,657,314	2,003,859	
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		57,686	57,686	(304,761)	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			57,686	57,686	(304,761)	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	953,986	738,740	738,740	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		953,986	738,740	738,740	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		953,986	738,740	738,740	
44	2) Ending Balance June 30		1,011,672	796,426	433,979	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	845,539			
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Restricted Net Position	9797	166,133	796,426	433,979	
53	c) Undesignated Amount for Projects	9790				
54	d) Unrestricted Net Position	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
BUILDING FUND (21)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	10,000	10,000	8	0%
7	5) Total Revenues		10,000	10,000	8	
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	84,085	89,085	2,750	0%
14	6) Capital Outlay	6000-6599	82,000	381,540	260,920	0%
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	-	44%
18	9) Total Expenditures		166,085	470,625	263,670	
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(156,085)	(460,625)	(263,662)	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			(156,085)	(460,625)	(263,662)	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	2,690,509	2,472,294	2,472,294	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		2,690,509	2,472,294	2,472,294	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		2,690,509	2,472,294	2,472,294	
44	2) Ending Balance June 30		2,534,424	2,011,669	2,208,632	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	2,455,234	2,011,669	2,208,632	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9775-9780	79,190	-	-	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
CAPITAL FACILITIES FUND (25)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	67%
6	4) Other Local Revenues	8600-8799	198,000	198,000	65,922	67%
7	5) Total Revenues		198,000	198,000	65,922	
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999	-	-	-	#DIV/0!
10	2) Classified Salaries	2000-2999	-	-	-	#DIV/0!
11	3) Employee Benefits	3000-3999	-	-	-	100%
12	4) Books and Supplies	4000-4999	259,800	46,800		57%
13	5) Services, Other Operating Expenses	5000-5999	335,200	358,200	154,547	0%
14	6) Capital Outlay	6000-6599	105,000	295,000	5,430	
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	-	77%
18	9) Total Expenditures		700,000	700,000	159,977	
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(502,000)	(502,000)	(94,055)	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	750,000	750,000	750,000	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses		750,000	750,000	750,000	
34			248,000	248,000	655,945	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	2,412,566	2,366,636	2,366,636	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		2,412,566	2,366,636	2,366,636	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		2,412,566	2,366,636	2,366,636	
44	2) Ending Balance June 30		2,660,566	2,614,636	3,022,581	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	2,660,566	2,614,636	3,022,581	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
COUNTY SCHOOL FACILITIES FUND (35)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	2,000	2,000	1	100%
7	5) Total Revenues		2,000	2,000	1	0%
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	-	75,000	-	100%
14	6) Capital Outlay	6000-6599	-	-	-	#DIV/0!
15		7100-7299	-	-	-	#DIV/0!
16	7) Other Outgo	7400-7499	-	-	-	#DIV/0!
17	8) Direct Support/Indirect Costs	7300-7399	-	75,000	-	100%
18	9) Total Expenditures					
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		2,000	(73,000)	1	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34						
35	E. Net Increase (Decrease) in Fund Balance		2,000	(73,000)	1	
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	17,133	423,725	423,725	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		17,133	423,725	423,725	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		17,133	423,725	423,725	
44	2) Ending Balance June 30		19,133	350,725	423,726	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9775-9780	19,133	350,725	423,726	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

**PARAMOUNT UNIFIED SCHOOL DISTRICT
SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS (40)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
		ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
1	DESCRIPTION					
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	1,500	1,500	1	100%
7	5) Total Revenues		1,500	1,500	1	100%
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	-	-	-	0%
14	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	794,905	794,905	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18	9) Total Expenditures		794,905	794,905	-	0%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(793,405)	(793,405)	1	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	795,000	795,000	795,000	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses		795,000	795,000	795,000	
34			1,595	1,595	795,001	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	3,037,786	3,039,985	3,039,985	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		3,037,786	3,039,985	3,039,985	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		3,037,786	3,039,985	3,039,985	
44	2) Ending Balance June 30		3,039,381	3,041,580	3,834,986	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9775-9780	3,039,381	3,041,580	3,834,986	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT
SELF INSURANCE FUND - Workers Compensation (67.1)
ACTUALS THROUGH 10/31/16

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	1,602,413	1,602,413	318,864	80%
7	5) Total Revenues		1,602,413	1,602,413	318,864	80%
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	-	-	488,698	0%
14	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	488,698	0%
18	9) Total Expenditures					
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		1,602,413	1,602,413	(169,834)	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			1,602,413	1,602,413	(169,834)	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	5,573,461	5,573,461	5,573,461	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		5,573,461	5,573,461	5,573,461	
42	d) Audit Adj/Restatement		-	-	-	
43	e) Net Beginning Balance	9793	5,573,461	5,573,461	5,573,461	
44	2) Ending Balance June 30		7,175,874	7,175,874	5,403,627	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Designated for Workers' Comp Payments	9775-9780	7,175,874	7,175,874	5,403,627	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT
SELF INSURANCE FUND - EARLY RETIREES HEALTH AND WELFARE (67.2)
ACTUALS THROUGH 10/31/16

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					0%
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	3,644,248	3,644,248	777,954	79%
7	5) Total Revenues		3,644,248	3,644,248	777,954	79%
8	B. Expenditures					0%
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	2,674,156	2,674,156	630,582	76%
14	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18	9) Total Expenditures		2,674,156	2,674,156	630,582	76%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		970,092	970,092	147,372	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses					
34			970,092	970,092	147,372	
35	E. Net Increase (Decrease) in Fund Balance					
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	4,394,775	4,394,775	4,394,775	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		4,394,775	4,394,775	4,394,775	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		4,394,775	4,394,775	4,394,775	
44	2) Ending Balance June 30		5,364,867	5,364,867	4,542,147	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9775-9780	5,364,867	5,364,867	4,542,147	
53	c) Undesignated Amount for Projects	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Monthly Financial Statements, October 2016 – Special Education

BACKGROUND INFORMATION:

Per the Board's request, Business Services is providing a financial statement each month for Special Education. Staff has prepared a financial statement in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, expenditures through October 31, 2016, and the percentage of the budget remaining.

HIGHLIGHTS

Fund 01 – General Fund – Special Education Revenues

- Received revenue of \$957,166 for AB602 September and October apportionment

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
SPECIAL EDUCATION (01)
ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					
3	1) Revenue Limit Sources	8010-8099	-	-	-	
4	2) Federal Revenues	8100-8299	3,069,856	3,069,856	(1,501,085)	149%
5	3) Other State Revenues	8300-8599	6,359,850	6,359,850	1,995,847	69%
6	4) Other Local Revenues	8600-8799	1,308,521	1,308,521	-	100%
7	5) Total Revenues		10,738,227	10,738,227	494,762	95%
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	9,931,249	9,932,335	1,896,645	81%
10	2) Classified Salaries	2000-2999	4,312,702	4,312,602	552,059	87%
11	3) Employee Benefits	3000-3999	5,037,508	5,037,681	783,636	84%
12	4) Books and Supplies	4000-4999	192,106	191,877	29,104	85%
13	5) Services, Other Operating Expenses	5000-5999	4,347,221	4,349,543	637,771	85%
14	6) Capital Outlay	6000-6599			-	0%
15		7100-7299	80,000	80,000	-	100%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	200,624	200,624	-	100%
18	9) Total Expenditures		24,101,410	24,104,662	3,899,215	84%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(13,363,183)	(13,366,435)	(3,404,453)	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929				
27	b) Transfers Out	7610-7629				
28	2) Other Sources/Uses					
29	a) Sources	8930-8979				
30	b) Uses	7630-7699				
31	3) Contributions to Restricted					
32	Programs	8900-8999	13,363,183	13,363,183	-	
33	4) Total, Other Financing Sources/Uses		13,363,183	13,363,183	-	
34						
35	E. Net Increase (Decrease) in Fund Balance		-	(3,252)	(3,404,453)	
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	1,832,676	1,832,676	1,832,676	
40	b) Unaudited Actual Adj.	9792				
41	c) As of July 1 - Unaudited		1,832,676	1,832,676	1,832,676	
42	d) Audit Adj/Restatement	9793				
43	e) Net Beginning Balance		1,832,676	1,832,676	1,832,676	
44	2) Ending Balance June 30		1,832,676	1,829,424	(1,571,777)	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711				
49	Stores	9712				
50	Legally Restricted Balance	9740	1,832,676	1,829,424	(1,571,777)	
51	b) Designated for Economic Unc.	9770				
52	Designated for H&W Benefit Payments	9775-9780	-	-	-	
53	c) Undesignated Amount for Projects	9790				
54	d) Unappropriated Amount	9790	(0)	(0)	(0)	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Monthly Financial Statements, October 2016 – Self-Insurance Fund – Health and Welfare

BACKGROUND INFORMATION:

Per the Board's request, Business Services is providing a financial statement each month for Fund 67.0. Staff has prepared a financial statement in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, Expenditures through October 31, 2016, and the percentage of the budget remaining. Highlights include revenues received in excess of \$100,000.

HIGHLIGHTS

Fund 67.0 – Self-Insurance Fund Revenues

- Received revenue of \$2,122,693 from employees and the District for Health and Welfare Premium Contributions

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
 SELF INSURANCE FUND - Health Welfare (67.0)
 ACTUALS THROUGH 10/31/16**

	A	B	C	D	E	F
1	DESCRIPTION	ACCOUNT CODES	2016-2017 Adopted Budget	2016-2017 Current Budget	Actuals Through 10/31/16	% of Budget Remaining
2	A. Revenue:					
3	1) Revenue Limit Sources	8010-8099	-	-	-	0%
4	2) Federal Revenues	8100-8299	-	-	-	0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
6	4) Other Local Revenues	8600-8799	23,200,871	23,200,871	2,198,052	91%
7	5) Total Revenues		23,200,871	23,200,871	2,198,052	91%
8	B. Expenditures					
9	1) Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
12	4) Books and Supplies	4000-4999	-	-	-	0%
13	5) Services, Other Operating Expenses	5000-5999	23,200,871	23,200,871	1,692,870	93%
14	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	0%
16	7) Other Outgo	7400-7499	-	-	-	0%
17	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18	9) Total Expenditures		23,200,871	23,200,871	1,692,870	93%
19						
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		-	-	505,182	
23						
24	D. Other Financing Sources/Uses					
25	1) Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
28	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses		-	-	-	
34						
35	E. Net Increase (Decrease) in Fund Balance		-	-	505,182	
36						
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	559,306	559,306	559,306	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		559,306	559,306	559,306	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance		559,306	559,306	559,306	
44	2) Ending Balance June 30		559,306	559,306	1,064,488	
45						
46	Components of Ending Fund Balance					
47	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
51	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9775-9780	559,306	559,306	1,064,488	
53	c) Unrestricted Net Assets	9790	-	-	-	
54	d) Unappropriated Amount	9790	-	-	-	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: November 14, 2016
SUBJECT: Technology and Systems Development Planning Presentation

BACKGROUND INFORMATION:

District staff will present an update on the District's Technology and Systems Development Planning, as well as procedural next steps, including details on the network infrastructure, device implementation and a District Learning Management System. The information presented will be related to improvements in the District's connectivity, communications and student access to technology resources.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

DISTRICT PRIORITY 9:

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