

# Paramount Unified School District



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

## BOARD OF EDUCATION

VIVIAN HANSEN  
*President*  
SONYA CUELLAR  
*Vice President*  
ALICIA ANDERSON  
*Member*  
LINDA GARCIA  
*Member*  
TONY PEÑA  
*Member*  
RUTH PÉREZ  
*District Superintendent*

## **STUDY SESSION MEETING OF BOARD OF EDUCATION**

**MINUTES  
February 26, 2018**

The meeting was called to order at 5:06 p.m. by President Vivian Hansen in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

Pledge of Allegiance	David Daley, Director-Special Education, led the Pledge of Allegiance.	
Roll Call	Trustee Vivian Hansen Trustee Sonya Cuellar Trustee Alicia Anderson	Trustee Linda Garcia Trustee Tony Peña
Administrators Present	Ruth Pérez, Superintendent Ruben Frutos, Assistant Superintendent-Business Services Myrna Morales, Assistant Superintendent-Human Resources Ryan Smith, Assistant Superintendent-Secondary Educational Services Deborah Stark, Assistant Superintendent-Educational Services David Daley, Director-Special Education Greg Francois, Director-Secondary Ed. & Instructional Technology Renee Jeffrey, Director-K-5 School Support & Innovative Programs Margarita Rodriguez, Director-Research, Assessment & Student Info. Manuel San Miguel, Director-Student Services Beatriz Spelker-Levi, Director-Personnel	
Approve Study Session Agenda February 26, 2018 1.70	Trustee Cuellar moved, Trustee Anderson seconded and the motion carried 5-0 to approve the agenda of the Study Session Meeting of February 26, 2018.	

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

## **HEARING SECTION**

There were no speakers during the Hearing Section.

Expanding the Continuum of  
Services in Special Education

David Daley, Director-Special Education provided the Board with an overview of current services provided for Special Education students in Paramount Unified School District, a review of inclusive practices for students with disabilities in the District, a review of three recommendations for 2018-19 that include:

- The need to support SDC middle school sites with staffing that allows access to grade level instruction

- Plan to expand co-teaching at the PHS Senior campus and middle schools
- Plan for a middle school Behavior Support class in PUSD

Students with disabilities must have the opportunity to be educated with non-disabled peers, to the greatest extent appropriate, as mandated by the Individuals with Disabilities Education Act.

The District is recommending the following for 208-19:

Recommendation 1: Provide Middle School Sites with SDC Staffing that Allows Access to Grade Level Instruction

Currently, middle school SDC teachers teach four content areas (Language Arts, Math, Social Science, Science) to three grade levels (6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>). With the shift to more rigorous standards and the research supporting co-teaching, students need to be instructed in grade level standards with accommodations and modifications.

The recommendation is to:

- Move two SDC teachers from one middle school to other middle schools to balance support services.
- Hire one additional teacher.
- SDC teacher will be responsible for teaching content in one grade level: 6<sup>th</sup>, 7<sup>th</sup> or 8<sup>th</sup> in 2018-19.
- Each school will have three SDC teachers.

Recommendation 2: Plan to Expand Co-teaching at PHS and Middle Schools

What is Co-Teaching?

- A delivery model that offers different ways to provide quality services to students with special needs in the general education classroom.
- Increases differentiation in instruction to benefit all students.
- Provides two equally-qualified individuals who may or may not have the same area of expertise jointly delivering instruction to a group of students.

SDC Co-Teaching in PUSD  
2017-18

- **Paramount Park, Jackson and Zamboni Middle Schools** (selected content areas and grade levels)
- **PHS-West** (English Language Arts, Algebra and Biology)
- **PHS-Senior Campus** (English Language Arts 2, English Language Arts 3 and Biology)

A committee was developed to provide input into the expansion of co-teaching. The purpose of this committee is to:

- Understand the benefits of co-teaching and learn about current practices in PUSD.
- Provide input into expansion of current practices in middle and high school.
- Provide input into the support and the professional development needed for successful implementation in 2018-19.

Recommendation 3: Plan a Middle School Behavior Support Class

Why is a Middle School Behavior Support Class Needed?

- The District contracts with a Non Public School (NPS) when a Special Education student requires a higher level of behavioral support to access their education.
- A middle school Behavior Class within PUSD would provide higher level of support on a district campus before moving a student to a NPS.
- This would decrease the number of NPS placements for PUSD students and accompanying costs.

As the result of implementing a Middle School Behavior Support Class for 2018-19

Student

Staff

- Project six current NPS 5<sup>th</sup>-7<sup>th</sup> grade students return to PUSD for 2018-19.
  - Project five current 5<sup>th</sup>-7<sup>th</sup> grade students remain on a District site to participate in the behavior support class versus a potential NPS placement for 2018-19.
- The following staff would be hired to support the program:
- Behavior Support Classroom Teacher
  - AM/PM Aide
  - Behavior Intervention Specialist

The District's next steps will include:

1. Increase SDC Teachers at Middle Schools
  - Inform all stakeholders at middle school sites
  - Meet with parents of fourteen students to discuss change in school site for the 2018-19 school year
  - Work with Human Resources on staffing for 2018-19
2. Expand PHS and Middle Schools Co-Teaching
  - Share Co-Teaching Committee input with principals
  - Provide professional development for new teams and ongoing support for existing teams
  - Support and monitor sites-with implementation of committee input
3. Develop a Middle School Behavior Support Class
  - Inform all stakeholders (Principal, Staff, Parents, Students)
  - Hire staff and hold addendums at comprehensive sites and NPSs for up to eleven students
  - Provide professional development for site staff supporting the class

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

**ADJOURNMENT**

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to adjourn the Study Session meeting of the Board of Education held on February 26, 2018 at 6:00 p.m.

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

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Ruth Pérez, Secretary  
To the Board of Education

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President

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Vice President/Clerk

# Paramount Unified School District

15110 California Avenue, Paramount, California 90723-4378  
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## BOARD OF EDUCATION

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TONY PEÑA

*Member*

RUTH PÉREZ

*District Superintendent*



## REGULAR MEETING OF BOARD OF EDUCATION

### MINUTES

**February 26, 2018**

The meeting was called to order at 6:07 p.m. by President Vivian Hansen 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	Vivian Hansen Sonya Cuellar Alicia Anderson	Linda Garcia Tony Peña
Administrators Present	Ruth Pérez, Superintendent Ruben Frutos, Assistant Superintendent-Business Services Myrna Morales, Assistant Superintendent-Human Resources Ryan Smith, Assistant Superintendent-Secondary Educational Services Deborah Stark, Assistant Superintendent-Educational Services David Daley, Director-Special Education Cindy DiPaola, Director-Maintenance & Operations Greg Francois, Director-Secondary Education Renée Jeffrey, Director-K-5 School Support & Innovative Programs Jesse Flores, Interim Director-Safety & Security Manuel San Miguel, Director-Student Services Beatriz Spelker-Levi, Director-Personnel Chris Stamm, Director-Nutrition Services Patricia Tu, Director-Fiscal Services Morrie Kosareff, Principal-Buena Vista High School Kevin Longworth, Principal-Paramount Park Middle School Lisa Nunley-Macon, Principal-Hollydale School Elizabeth Salcido, Principal-Paramount High School-West Kim Chavez, Assistant Principal-Paramount Park Middle School Nancy Manning, Assistant Principal-Hollydale School Alicia Megofna, Assistant Principal-Paramount High School-West	

Approve Agenda  
February 26, 2018  
1.71

Trustee Garcia moved, Trustee Anderson seconded. Superintendent Dr. Pérez informed the Board that item 1.1-C was to be held for further discussion. The motion carried 5-0 to approve the agenda of the Regular Meeting of February 26, 2018 as amended.

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

Approve Regular Meeting  
Minutes February 5, 2018  
1.72

Trustee Cuellar moved, Trustee Peña seconded and the motion carried 5-0 to approve the minutes of the Regular Meeting of February 5, 2018.

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

## **REPORTS**

Student Board  
Representatives

Angel Macias-Paramount High School, Isis Moreno-Paramount High School-West, Diamond Washington-Buena Vista High School and Enrique Marquez-Paramount Adult School reported on school academics, athletic and extra-curricular activities.

Employee Representative  
Reports

There was no CSEA representative in attendance.

TAP president April O'Connor congratulated Hollydale School and Paramount Park Middle School for their recent designation as Schools To Watch schools. She attended a Democratic convention and there were talks about firearms, teachers and schools safety and she is hoping to reach out and work together so students can have an appropriate safe outlet to express their concerns. She shared that a meeting took place on Thursday regarding safety concerns and a list was collected and Leo Rodriguez will share that at the next Safety Committee meeting. She added that she has much respect for this District as she has worked here for 20 years, and there are many dedicated people in this District. She shared that as TAP president, she is the voice for teachers not anyone else. There are other people posting on social media that they are speaking for teachers but that is inaccurate, she is the voice for the teachers as the TAP president. She shared that Thursday is bargaining again and it is frustrating that they are stuck. Teachers work extra hard and continue to give dedicated time and it is frustrating to see the lack of accountability. The Big Picture Learning was previously presented with no fiscal impact, and now it's on the agenda again with an \$85,000 impact. Teachers are frustrated. She hopes to see some movement on Thursday. We have the best K-5 teachers and they are so dedicated and they need support. She spoke about the earlier presentation and added that many things have not been resolved yet that are basically symptoms of the current implementation that need to be resolved before moving forward on to next steps. She added that besides not being prepared, are they going to be safe. There are talks about bringing back students to school and these students need different types of support. There needs to be careful planning. There needs to be positive academic implementation for our students but our General Ed students need to be safe. These students need to have an environment to be successful.

Board Members' Reports

Trustee Anderson congratulated Hollydale School and Paramount Park for their school designation as a Schools To Watch. She attended the Ad Hoc meeting and she visited Gaines School and Gaines ECE.

Trustee Cuellar congratulated Hollydale School and Paramount Park for their school designation as a Schools To Watch.

Trustee Garcia attended the retirement celebration for Peggy Lemons. She shared that on Saturday, the Mayor and Congressional people from Nayarit will be at the American Legion from 1:00-3:00 p.m. and extended an invitation for people to attend.

Trustee Hansen attended the Ad Hoc meeting, the Power 106 vs. Jackson Staff fundraiser, the retirement celebration for Peggy Lemons and she participated in the lockdown drill at Lincoln School.

Trustee Peña attended the retirement celebration for Peggy Lemons, PHS Black Family Forum, he visited Los Cerritos School and he traveled to Mexico to attend his 35<sup>th</sup> year alumni celebration.

## Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- Superintendent Pérez shared with the Board that the 2018-19 Guidelines for Booster Club, Parent and School organizations will be distributed to all groups that it applies to.
- Dr. Pérez attended the Power 106 vs. Jackson School fundraiser event.
- She shared with the Board that the Lockdown drill took place on Thursday and there would be another scheduled in the spring.
- Superintendent Pérez shared that there will be a Mental Clinic workshop planned that will include a five step action plan.
- Dr. Pérez visited the Harmony classes at Collins School and Tanner School.
- She attended the PHS Black Family Forum and thanked PHS counselor Lourdes Talamantes for all her hard work in coordinating the event.
- Dr. Pérez commented that the latest air quality testing results are favorable and will be released soon. The District has committed to air quality testing for schools near the industrial areas and added that this is the second testing conducted and it has been deemed favorable.
- Superintendent Pérez and City Manager John Moreno met with Nick Ippolito, Chief of Staff for Supervisor Hahn's to address information she received that a staff member from Supervisor Hahn's office posted an email that stated the School District has been difficult with regards to the indoor testing that Supervisor Hahn requested. The District has not been difficult and added that the testing was stalled due to the parties lawyers having to work together on the issue of indemnification. Dr. Pérez added that she shared emails with him and told him she was perturbed and informed him that the District has been reporting to the families and community that we are working with other agencies on this and to have someone from the Supervisor's office state the District has been difficult made her feel as her integrity was being questioned. Mr. Ippolito apologized and was going to speak to that particular person to stop communicating information that is not true. She shared this information because it is a matter of record that we are working with agencies and to have someone state the contrary, had to be corrected and the District will continue to work with them.

### Recognition – Hollydale School & Paramount Park Middle School

Board of Education members and Superintendent Dr. Pérez presented Hollydale School Principal Lisa Nunley Macon and Paramount Park Middle School Principal Kevin Longworth and their staff with a plaque recognizing their commitment and dedication to the students and for their recent “Schools To Watch” designation Award. Schools To Watch is a recognition program similar to California Distinguished Schools that recognizes middle schools that are academically excellent, socially equitable and have a culture of strong collaborative leadership. It is a highly selective process and few middle schools are given the Schools To Watch status.

### 5<sup>th</sup> Grade Growth and Development Instruction

Dr. Deborah Stark, Assistant Superintendent-Educational Services provided the Board with information on 5<sup>th</sup> Grade Growth and Development Instruction. Dr. Stark shared with the Board the plan for implementing new growth and development lessons that align to the California Healthy Youth Act, AB 329 in grade 5. Dr. Stark also provided information on the Puberty Talk growth and development lessons and how they connect to California’s Health Standards.

Dr. Stark shared that currently health education is Paramount Unified School District begins in middle school (7<sup>th</sup> grade). Research shows that puberty takes place at an increasingly earlier age; there is a need to provide basic information about human growth, reproduction, and development beginning in fifth grade.

Technology provides adolescents with access to a wide range of information pertaining to their development. As a result it is critical that the information they receive is medically accurate. Parents may feel uncomfortable discussing growth and development topics with children. The law requires that schools provide students with honest, age appropriate information they need to make good choices.

Parents have the right to excuse their child from all or part of the growth and development unit. If a parent chooses not to have their child participate, they are required by law to notify the school in writing. Students who do not participate in the lessons will be provided an alternative assignment by the school.

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

### **BOARD MEETING**

#### **CALENDAR**

1.73

### **HEARING SECTION**

Trustee Cuellar motioned, Trustee Anderson seconded and the motion carried 5-0 to schedule a Study Session on March 12, 2018 beginning at 5:00 p.m. prior to the Regular Meeting.

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

Gerald Cerda, community member asked how is Paramount Unified School District the enter agency school safety demonstration act of 1985 if PUSD has had issued welcoming the L.A. County Department of Public Health in the past? He added that training for such an event or disaster can be a challenge getting different agencies to coordinate efforts. With the ambulances, fire department, law enforcement it involves a lot of coordination and if we practice with a drill where all



these agencies are involved, it will make it easier in case that incident does happen so we can save lives. He added that indoor testing be done using the proper guidelines. He commented that the first test used occupational guidelines where hospital guidelines would be ideal. He commented that he heard that the budget was in the works not too long ago and the Business Director mentioned that the administration had approved a modest increase for administrators yet we are still playing around the budget for teachers and does not understand why when the teachers are the ones doing the majority of the work.

Sara Patricia Huezo commented that the issues with salaries is not just with Paramount Unified School District. It is happening all across the country. She shared that teachers in West Virginia are on strike because they are not getting paid what they deserve and a teacher in Louisiana got arrested for questioning administration raise. She added that teachers have a lot of work and are underpaid and they should not have to negotiate, they need support and they want a raise too. She is not speaking for teachers, she is speaking as a parent. She added that we have great and amazing teachers in the District and we have great schools and our children are succeeding but they need more resources and programs. She asks for transparency and wants to know where the money is going, what is being funded, what programs are being given, how much it is costing. She was thankful for addressing the issue with the school shooting by practicing the lockdown in the schools and asked that lockdown drills be practiced on a regular basis so they become second nature to the kids and hopes they will never have to experience such horrific event. She thanked the all the teachers for their hard work. She added that teachers are overworked, under supported and now they are being asked to be human shields for our children while district administrators all across the country are making exaggerated amounts of salaries, benefits and perks. All kids in every district deserve to have the best education possible.

### **CONSENT ITEMS**

0.74

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

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

### **General Services**

Professional Activities 17-06

This item was pulled from the agenda.

### **Human Resources**

Personnel Report  
17-12  
2.74

Accepted Personnel Report 17-12, as submitted. The report includes details, assignments, terminations, and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2017-18 State Budget Act and related legislation.

### **Educational Services**

Consultant and Contract  
Services  
3.74

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

Overnight and/or Out-of-County Study Trips 3.74	Approved the overnight and/or out-of-county study trip for students consistent with the District policies and instructional programs.
Professional Activities Report 17-05 3.74	Ratified the out-of-state conference request for the Principal and Dean of Students from Odyssey STEM Academy to attend the Big Picture Learning Affinity Leadership Program that will take place in Providence, Rhode Island from Monday, February 19 through Friday, February 23, 2018.

**Business Services**

Purchase Order Report 17-12 4.74	Approved Purchase Order Report 17-12 authorizing the purchase of supplies, equipment, and services for the District.
Warrants for the Month of January 2018 4.74	Approved warrants for all funds through January with a total of \$15,178,865.88.
Acceptance of Donations 4.74	Accepted 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.

**ACTION ITEMS**

**General Services**

Selection of Representatives, California School Boards Association Delegate Assembly-Region 24 1.75	Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to select up to eight (8) candidates to serve as representatives to the California School Boards Association Delegate Assembly-Region 24. The Board selected all the incumbents and Sophia Tse.  Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
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**Human Resources**

Update Job Description for Director of Technology and Information Systems 2.76	Trustee Peña moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the revisions to the job description for the position of Director of Technology and Information Systems.
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**Educational Services**

Fifth Grade Growth and Development Instructional Materials 3.77	Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the fifth grade growth and development instructional materials for adoption and implementation.  Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Nonpublic School Placement for Special Education Students for 2017-18 3.78	Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the placement for special education students in nonpublic schools as determined by the students' Individual Education Plan for the 2017-18 school year.  Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

<p>Attorney Fees and Settlement Agreement for a Special Education Student 3.79</p>	<p>Trustee Garcia moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve and authorize payment for attorney fees and settlement agreement for a special education student.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>Therapy Travelers Consultant 3.80</p>	<p>Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to ratify Therapy Travelers to provide a psychologist to complete evaluations and provide services to new and continuing students.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>Big Picture Learning Agreement 3.81</p>	<p>Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the agreement with Big Picture Learning to provide technical assistance for Odyssey STEM Academy and Paramount Unified School District.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>AltSchool Agreement 3.82</p>	<p>Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the agreement with AltSchool to provide a personalized learning technology-based platform to teachers and students technical assistance for Odyssey STEM Academy and Paramount Unified School District.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>Affiliation Agreement with Undergrad Prep, Inc. 3.83</p>	<p>Trustee Garcia moved, Trustee Peña seconded, and the motion carried 5-0 to approve the adoption of the Affiliation Agreement with Undergrad Prep, Inc. for the 2017-18 school year.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>AP Computer Science A Textbooks Purchase 3.84</p>	<p>Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to the adoption and purchase of AP Computer Science textbooks for the 2017-18 school year.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>New Course: Advanced Placement Psychology 3.85</p>	<p>Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the adoption of the Advanced Placement Psychology course and the purchase of textbooks for the 2018-19 school year.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>
<p>New Course: Advanced Placement Environmental Science 3.86</p>	<p>Trustee Garcia moved, Trustee Peña seconded, and the motion carried 5-0 to approve the adoption of the Advanced Placement Environmental Studies course and the purchase of textbooks for the 2018-19 school year.</p> <p>Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña</p>

Affiliation Agreement with  
U.S. HealthWorks

3.87

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the Affiliation Agreement with U.S. HealthWorks for the 2017-18 school year.

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

AP US History Textbooks  
Purchase  
3.88

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the adoption and purchase of AP US History textbooks for the 2017-18 school year.

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

Memorandum Of  
Understanding with Hoag  
Charity Sports  
3.89

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Memorandum of Understanding with Hoag Charity Sports for the 2017-18 school year

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

### **Business Services**

2017-18 Budget Adjustments  
as of January 31, 2018  
3.90

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the 2017-18 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Cafeteria Fund, Deferred Maintenance Fund, and Measure I Fund.

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

Notices of Completion – Field  
Service Contracts  
3.91

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to accept as completed the Field Service Contracts for replacement of ceiling tiles at Roosevelt; roofing/gutter repairs at the 700 building, canopy & gym at PHS; classroom renovations of eight classrooms at Lincoln; and Transition Program adaptive classroom remodel at CDS; and authorize the Superintendent or designee to file the Notices of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

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

Claim Rejection  
3.92

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to reject Claim No. 2017:002 and remand to the District's insurance carrier for adjudication.

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

Affordable Care Act  
Reporting Agreement with  
Worxtime LLC  
3.93

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Affordable Care Act Reporting Agreement with Worxtime LLC for the 2017 Employee Reporting Year. Authorize the Superintendent or designee to execute all necessary documents.

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

2018-19 Guidelines for  
Booster Clubs, Parent and

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to receive and approve the use of the 2018-19 Guidelines

School-Connected Organizations

for Booster Clubs, Parent and School-Connected Organizations.

3.94

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

## **INFORMATION ITEMS**

### **Business Services**

Monthly Financial Statements, January 2018

The Board received in J-200 format a Financial Statement for each fund for the months of July to January 2018.

Monthly Financial Statements, January 2018 – Special Education

The Board received in J-200 format a Financial Statement for Special Education for the months of July to January 2018.

Monthly Financial Statements, January 2018 – Self-Insurance Fund – Health and Welfare

The Board received in J-200 format a Financial Statement for the Self-Insurance Fund – Health and Welfare for the months of July to January 2018.

Average Daily Attendance Summary Report Through January 18, 2018, and the Fifth Monthly School Enrollment Report

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

### **ANNOUNCEMENTS**

President Hansen reported that the next Regular Meeting would be Monday, March 12, 2018 at 6:00 p.m. – Boardroom of the District Office. A Study Session was scheduled at 5:00 p.m. on March 12, 2018 prior to the regular meeting.

Staff Employee Comments Per Government Code 54957

There were no staff/employee comments.

### **CLOSED SESSION**

The Board adjourned to Closed Session at 7:30 p.m. to discuss, Conference with Legal Counsel-Anticipated Litigation, Conference with Labor Negotiator, Public Employee Performance/Evaluation (Superintendent) and Student Discipline.

### **OPEN SESSION**

The Board reconvened to Regular Session at 10:04 p.m. President Hansen reported that they discussed Conference with Legal Counsel-Anticipated Litigation, Conference with Labor Negotiator, Public Employee Performance/Evaluation (Superintendent) and Student Discipline.

The following action was taken in Closed Session:

### **Educational Services**

Student Discipline Student A-2  
3.95

Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to readmit student A-2 to Paramount Unified School District and attend Paramount High School.

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

Student Discipline

Trustee Peña moved, Trustee Anderson seconded, and the motion

Student E-4  
3.96

carried 5-0 to expel and suspend the expulsion of student E-4 and student to attend Community Day School.

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 February 26, 2018 at 10:05 p.m.

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

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Ruth Pérez, Secretary  
To the Board of Education

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President

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Vice President/Clerk

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Myrna Morales, Assistant Superintendent – Human Resources  
**DATE:** March 12, 2018  
**SUBJECT:** Personnel Report 17-13

## **BACKGROUND INFORMATION:**

Following is Personnel Report 17-13, which reports details of personnel assignments, employment and terminations.

## **POLICY/ISSUE:**

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

## **FISCAL IMPACT:**

As indicated in the following personnel report.

## **STAFF RECOMMENDATION:**

Accept Personnel Report 17-13 as submitted. The report includes details, assignments, terminations and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2017-18 State Budget Act and related legislation.

## **PREPARED BY:**

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

## **DISTRICT PRIORITY 1:**

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

**CONSENT ITEM: 2.1-C**

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
*Bryant, Ashley	Substitute Teacher on-call, as needed	District		<b><u>DAILY</u></b> \$150	02-15-18	
*Bueno II, Gabriel				03-12-18		
*Gravett, Summer				General Fund	02-15-18	
*Harris, Heather					02-13-18	
*Thomas, Allison					02-15-18	
<b><u>ADDITIONAL ASSIGNMENT</u></b>						
*Cervantes, Fernando	Home/Hospital Teacher	Student Services		<b><u>HOURLY</u></b> \$38.00 General Fund	02-14-18	
*Martin, Emily	After School Intervention NTE 40 hrs.	Buena Vista		\$38.00 LCAP**	02-05-18	06-08-18
*Moncayo, Julia						
*Otani, Marybeth						
*Stephens, Jami						
*Beck, Maloree	Assisting with Theatre After School NTE 50 hrs.	Collins		\$38.00 Title I	02-06-18	04-12-18
*Brennan, Marguerite						
*Dugan, Heidi	Support for Battle of The Books NTE 28 hrs. each	Lincoln		\$38.00 Title I	03-01-18	06-07-18
*Harmon, Torey						
*Nunez, Cristina						
*Carmona, Angel	Band Director for CIF playoffs NTE 24 hrs.	Paramount High-Senior		\$38.00 General Fund	11-10-17	11-17-17
*Arias, Jennifer	Language Arts After School Tutoring NTE 40 hrs.	Paramount High-Senior		\$38.00 Title I	01-29-18	06-01-18
*Esnayra, Brittany						
*Fierro Garcia, Krystal	Assist students in Completing Financial Aide Applications NTE 18 hrs.	Paramount High-Senior		\$38.00 Title I	02-03-18	02-24-18
*Figueroa, Araceli						
*Talamantes, Lourdes						
Ramirez, Brenda	Language Arts Intervention NTE 205 hrs.	Wirtz		\$38.00 LCAP	04-09-18	06-08-18

\*Ratification

\*\*Local Control Accountability Plan



**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EXTRA PERIOD ASSIGNMENT</u></b>						
*Fulton, Julia	Technology Coordinator	Paramount High-Senior		<b><u>DAILY</u></b> 1/6 <sup>th</sup> Daily Rate EIA/LEP**	01-22-18	06-07-18
*Garcia, Moises	Intro to Media Design	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate LCAP***	01-22-18	06-05-18
*Sewell, Jason	Film and Video Production	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate LCAP	01-22-18	06-05-18
*Wuchner, Charles	Principles of Engineering	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate LCAP	01-22-18	06-05-18
*Orozco Franco, Manuel	Coach for Track and Field	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	11-27-17	06-07-18
*Carmona, Angel	Marching Band	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Gwardys, Brandon	Basketball	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Healy, Daniel	English Language Development Level 3D	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Luna, Tracy	Health	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18

\*Ratification

\*\*Economic Impact Aid-Limited English Proficient

\*\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EXTRA PERIOD ASSIGNMENT</u></b>						
<u>continued</u>						
*Martinez, Javier	U.S. History	Paramount High-Senior		<b><u>DAILY</u></b> 1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Polhemus, Douglas	AP Calculus	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Rodriguez, Yvette	CSU Expository Reading and Writing	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Teeples, John	Chemistry Honors	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Tellez, Raymundo	AP World History	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
*Villasenor, Rafael	Boys' Soccer	Paramount High-Senior		1/6 <sup>th</sup> Daily Rate General Fund	01-22-18	06-05-18
<b><u>STIPEND</u></b>						
*Diaz, Vicente	Basketball	Hollydale		<b><u>STIPEND</u></b> \$172 LCAP**	01-08-18	02-28-18
*Hong, Michelle						
*Turner, Kristine	Cheer	Jackson		\$172 LCAP	10-30-17	03-30-18
Farrell, Kathleen	Cheer	Jackson		\$172 LCAP	04-02-18	06-07-18
*Kirkpatrick, Ryan	Basketball	Jackson		\$172 LCAP	01-15-18	02-28-18

\*Ratification

\*\*Local Control Accountability Plan

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>LEAVE WITH PAY</u></b>					
Alcala-Jacobo, Patricia	Teacher	Paramount High-Senior	Parental Leave	02-08-18	03-09-18*
Gonzalez, Patricia	Teacher	Paramount High-Senior	Parental Leave	02-14-18	06-08-18
Mora, Sheena	Teacher	Tanner	Parental Leave	03-19-18	06-08-18
<b><u>RETIREMENT</u></b>					
Larson, Shirleen	Teacher	Collins ECE	Retirement	06-08-18	

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\*Revised Date

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>EMPLOYMENT</u></b>						
*Adams, Martha	Campus Security 8 hrs. per day/10 mo.	Operations	118-III	<b>Monthly</b> \$3,434 General Fund	02-16-18	
*Shine, Troy	Research Specialist 8 hrs. per day/12 mo.	Research	137-III	\$5,572** General Fund	02-26-18	
*Campos, Amy *Gutierrez Cardenas, Maria *Martinez, Guadalupe *Smith, Christina	Noon Duty Aide 2.5 hrs. per day/10 mo. each	Collins	100-I	31.25% of \$2,000 General Fund	01-01-18	
*Amaro, Genesis *Galaviz, Elias *Williams, Brittney	Noon Duty Aide 2 hrs. per day/10 mo. each	Jackson	100-I	25% of \$2,000 General Fund	01-01-18	
*Garcia, Rebecca *Hernandez, Griselda *Luna, Briana *Zarinana, Valerie	Noon Duty Aide 3 hrs. per day/10 mo. each	Jackson	100-I	37.5% of \$2,000 General Fund	01-01-18	
*Ayala, Rocio *Barboza Garcia, Daniela *Cardenas de Ruiz, Laura *Salcedo, Mercedes	Noon Duty Aide 2.5 hrs. per day/10 mo. each	Keppel	100-I	31.25% of \$2,000 General Fund	01-01-18	
*Gonzalez, Martha	Noon Duty Aide 3 hrs. per day/10 mo.	Keppel	100-I	37.5% of \$2,000 General Fund	01-01-18	
*Diaz, Judy *Ruiz, Olivia *Segovia, Pilar *Vargas, Norma	Noon Duty Aide 2.25 hrs. per day/10 mo. each	Lincoln	100-I	28.10% of \$2,000 General Fund	01-01-18	
*Aguirre, Gloria *King, Jayne *Ramirez, Carmen *Ramirez, Maria	Noon Duty Aide 3.5 hrs. per day/10 mo. each	Los Cerritos	100-I	43.75% of \$2,000 General Fund	01-01-18 01-01-18 02-16-18 01-01-18	

\* Ratification

\*\* Includes Doctorate Stipend

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Employment</u></b>						
<u>continued</u>						
*Olmos, Alexa	PE/Locker Room Assistant 3.5 hrs. per day/10 mo.	Paramount Park	112-I	<b><u>Monthly</u></b> 43.75% of \$2,682 General Fund	02-26-18	
*Chavez, Margarita	Noon Duty Aide	Roosevelt	100-I	25% of \$2,000 General Fund	01-01-18	
*Garcia, Pedro	2 hrs. per day/10 mo. each					
*Gutierrez, Maria						
*Negrete, Erma						
*Ramirez A, Chantel						
*Ramos, Maria						
*Reyes, Veronica						
*Torres Galvan, Guadalupe						
*Barrundia, Lesly	Noon Duty Aide	Wirtz	100-I	25% of \$2,000 General Fund	01-01-18	
*Hernandez, Melyssa	2 hrs. per day/10 mo. each					
*Camacho-Cervantes, Alma	Noon Duty Aide	Wirtz	100-I	31.25% of \$2,000 General Fund	01-01-18	
*Munoz, Cindy	2.5 hrs. per day/10 mo. each					
*Gardner, Jeannett	Noon Duty Aide	Wirtz	100-I	37.5% of \$2,000 General Fund	01-01-18	
*Rosales, Angelica	3 hrs. per day/10 mo. each					
<b><u>Short Term</u></b>						
Fox, Andrea	Office Assistant NTE 40 hrs. per week	Human Resources	116-III	<b><u>Hourly</u></b> \$18.87 General Fund	01-29-18	06-28-18
*Angulo IV, Enrique	Instructional Assistant – Sp. Ed.	Special Education	112-I	\$15.47 Special Education	02-14-18	06-07-18
*Becerra, Angela	NTE 3 hrs. per day				02-20-18	
*Covarrubias, Angelica	each				02-05-18	
*Robles, Stephanie	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Collins	112-I	\$15.47 Special Education	02-22-18	06-07-18

\* Ratification

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b><u>Short Term</u></b>						
<b><u>continued</u></b>						
*Thompson, Ian	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Jackson	112-I	<b><u>Hourly</u></b> \$15.47 Special Education	02-22-18	06-07-18
*Rocha, Rosalina	Custodian NTE 40 hrs.	Paramount High-West	117-I	\$17.52 General Fund	01-22-18	03-30-18
*Valdizon, Eduardo	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Wirtz	112-I	\$15.47 Special Education	02-14-18	06-07-18
<b><u>Substitute, on call</u></b>						
*Andrade, Azusena	Office Assistant	District	116-I	<b><u>Hourly</u></b> \$17.08	02-26-18	06-30-18
*Rivera, Miranda					02-27-18	
*Barnette, Isabel	Noon Duty Aide	Collins		\$11.50	02-05-18	
<b><u>Student Worker</u></b>						
*Barajas, Anthony	Student Worker NTE 5.5 hrs. per day	Adult Transition		<b><u>Hourly</u></b> \$11.00 WorkAbility	02-05-18	06-30-18
*Flores de Santiago, Isela					02-06-18	
*Pruett, Katie					02-05-18	
*Yanez, Anthony					02-05-18	
*Cuellar, Jaime	Student Worker NTE 5.5 hrs. per day	Paramount High-Senior		\$11.00 WorkAbility	02-05-18	06-30-18
*Espinosa, Christopher						
<b><u>College Tutor</u></b>						
*Rentz, Alexis	College Tutor NTE 16 hrs. per week	Alondra		<b><u>Hourly</u></b> \$13.50 LCAP**	02-26-18	06-07-18
<b><u>ADDITIONAL ASSIGNMENT</u></b>						
<b><u>Short Term</u></b>						
*Ortega, Jennifer	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Special Education	112-I	<b><u>Hourly</u></b> \$15.47 Special Education	02-23-18	06-07-18
*Ortiz, Daniel	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Tanner	112-I	\$15.47 Student Services	02-14-18	06-07-18

\* Ratification

\*\* Local Control Accountability Plan

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<b>TEMPORARY ATHLETIC TEAM COACH</b>				<b>Stipend</b>		
*Ramirez, Yecenia	Middle School Intermural Sports Cheerleading	Hollydale		\$172 LCAP	01-08-18	02-28-18
*Jimenez, Jessica	Assistant Coach Track & Field	Paramount High-Senior		\$2,264 General Fund	02-24-18	05-11-18
*Johnson, Wayne	Head Coach Boys' Track & Field	Paramount High-Senior		\$3,156 General Fund	02-24-18	05-11-18
*Johnson, Wayne	Head Coach Girls' Track & Field	Paramount High-Senior		\$3,156 General Fund	02-24-18	05-11-18
*Morizawa, Frank	Head Coach Boys' Varsity Tennis	Paramount High-Senior		\$3,156 General Fund	02-24-18	05-11-18
*Perez, Yesenia	Head Coach Girls' Junior Varsity Softball	Paramount High-Senior		\$2,264 General Fund	02-24-18	05-11-18
*Torres, Samuel	Head Coach Boys' Varsity Baseball	Paramount High-Senior		\$3,156 General Fund	02-24-18	05-11-18
* Ratification						

**PERSONNEL REPORT 17-13  
MARCH 12, 2018  
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<b><u>LEAVE OF ABSENCE</u></b> Berru, Rocio	Senior School Office Assistant	Paramount High-Senior	Personal	02-20-18	06-30-18
<b><u>RESIGNATION</u></b> Vasquez, Sylvia	Substitute Office Assistant	District	Personal	02-09-18	
Hernandez, Nathan	Noon Duty Aide	Tanner	Personal	02-15-18	
Hernandez, Elizabeth	Instructional Assistant – Sp. Ed.	Wirtz	Personal	02-22-18	



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent – Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** Professional Activities Report 17-07

## **BACKGROUND INFORMATION:**

The National Council of Teachers of Mathematics (NCTM) is a national professional organization of math educators that promotes the most recent research on K-12 math instruction. The NCTM will hold its annual conference in Washington, D.C. on April 26-28, 2018. Kelly Morales, who oversees K-8 math curriculum and professional development, Middle School Math Curriculum Specialist Marya Hughes and K-5 Math Curriculum Specialist Malis Pech request to attend this out-of-state conference to learn about the most current research and practices that promote inquiry-based problem solving in math instruction. This professional activity has been budgeted and approved by the appropriate administrator. This is an out-of-state conference that requires Board approval.

## **POLICY/ISSUE:**

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

## **FISCAL IMPACT:**

Approximately \$7,000 from LCAP funds.

## **STAFF RECOMMENDATION:**

Approve the Professional Activities Report 17-07 for NCTM for three staff to attend an out-of-state conference.

## **PREPARED BY:**

Kelly Morales, Facilitator of Instructional Improvement

## **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.

**CONSENT ITEM: 3.1-C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Purchase Order Report 17-13

**BACKGROUND INFORMATION:**

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

**2017/2018**

1. Authorized Orders - Adult Education	\$	12,235.92
2. Authorized Orders – Building Fund Measure I		208,884.00
3. Ratified Orders – Building Fund Measure I		5,889.52
4. Authorized Orders – Capital Facilities		24,938.30
5. Ratified Orders – Child Development		2,100.03
6. Authorized Orders – Deferred Maintenance		56,442.46
7. Ratified Orders – Deferred Maintenance		4,145.16
8. Authorized Orders – General Fund		30,593.85
9. Ratified Orders – General Fund		18,378.12
10. Authorized Orders – LCAP		591,986.73
11. Ratified Orders – LCAP		9,089.40
	Subtotal	\$ 964,683.49
12. Ratified Orders (Under \$1,500)		25,480.51
<b>TOTAL OF ALL ORDERS</b>	<b>\$</b>	<b><u>990,164.00</u></b>

**POLICY/ISSUE:**

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - Purchasing Procedures

**FISCAL IMPACT:**

As indicated above

**CONSENT ITEM: 4.1-C**

**STAFF RECOMMENDATION:**

Approve Purchase Order Report 17-13 authorizing the purchase of supplies, equipment, and services for the District.

**PREPARED BY:**

Cindy DiPaola, Director-Operations

**DISTRICT PRIORITY 9:**

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

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**March 12, 2018**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>010 - General Fund</b>				
18-00425	CLIFTONLARSONALLEN LLP	Business Services	Audit services (Board approved: 03/09/2016) (increase purchase order from \$65,400 to \$75,375)	\$9,975.00 *
18-02034	SCHROEDER'S PIANOS	Paramount High School	Piano maintenance	\$2,000.00
18-02062	B&H PHOTO VIDEO	Paramount High School	Camcorders (4), camera and accessories	\$4,951.59
18-02075	ANDERSON'S IT'S ELEMENTARY	Tanner Elementary School	Student incentives	\$2,546.32
18-02076	GARD MUSIC	Alondra Middle School	Music instruments (8)	\$4,184.00
18-02089	PEARSON EDUCATION	Ed Services - Secondary	California Criminal Law textbooks (36) (Board adopted: 11/13/17)	\$3,033.71
18-02094	AUTOLIFT SERVICES	Operations	Preventative maintenance of vehicle lifts	\$1,662.50
18-02098	ENTERPRISE GROUP	Print Shop	Paper rolls (18)	\$7,194.15 *
18-02100	AUDIOVISION INC.	Paramount High School West	Purchase & install tv's (4)	\$13,424.70 *
<b>010 - General Fund - LCAP</b>				
18-00324	FC & SONS ROOFING INC.	Operations	Paramount High School: new roof at 700 building, gym, & girls locker room (Bid # 4-15-16) (increase purchase order from \$408,828 to \$446,053)	\$36,225.00 *
18-02023	MCGRAW-HILL EDUCATION	Alondra Middle School	Student licenses for supplemental web based in mathematics	\$2,497.50
18-02051	KIS COMPUTER CENTER	Wirtz Elementary School	Headphones (200)	\$2,409.00
18-02052	KIS COMPUTER CENTER	Ed Services - K-8	Document cameras (3)	\$1,773.90
18-02055	KIS COMPUTER CENTER	Gaines Elementary School	Headphones (200)	\$2,409.00
18-02092	FC & SONS ROOFING INC.	Roosevelt Elementary School	Replace roofs (16) rooms & replace gutters (24) rooms (Bid# 4-15-16)	\$335,625.00 *
18-02097	COLLEGE BOARD AP EXAMS	Ed Services - Secondary	AP exam fees	\$100,000.00 *
18-02102	AVID CENTER HQ	Ed Services - Secondary	Buena Vista, Paramount High, PHS- West Campus: registration fees for AVID summer institute	\$32,595.00 *
18-02103	KIS COMPUTER CENTER	Paramount High School West	Notebook computers (9) and accessories	\$11,653.54 *
18-02105	KIS COMPUTER CENTER	Lincoln Elementary School	Notebook computers (34)	\$38,291.06 *
18-02107	FOLLETT LIBRARY BOOK COMPANY	Ed Services - K-8	Library books (433)	\$8,032.13 *
18-02108	NEW MANAGEMENT INC.	Operations	Door & lock blocks (3000)	\$29,565.00 *
<b>110 - Adult Education Fund</b>				
18-02077	PEARSON EDUCATION	Adult Education	Side by Side ESL books (102)	\$3,426.36
18-02078	PEARSON EDUCATION	Adult Education	Side by Side ESL books (127)	\$4,404.78
18-02079	PEARSON EDUCATION	Adult Education	Side by Side ESL books (127)	\$4,404.78

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

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**March 12, 2018**

<b>PO Number</b>	<b>Vendor</b>	<b>Site</b>	<b>Description</b>	<b>Total Amount</b>
<b>120 - Child Development Fund</b>				
18-02037	APPLE, INC.	ECE - Gaines	Ipads (5)	\$2,100.03
<b>140 - Deferred Maintenance Fund</b>				
18-00125	QUALITY FENCE	Operations	Annual: fence repairs (increase purchase order from \$45,000 to \$65,000)	\$20,000.00 *
18-00141	LINDSAY LUMBER COMPANY	Operations	Annual: building supplies (increase purchase order from \$25,000 to \$33,000)	\$8,000.00 *
18-00142	LAWRENCE ROLL UP DOORS, INC.	Operations	Annual: roll-up door repair services (increase purchase order from \$6,500 to \$12,000)	\$5,500.00 *
18-00162	CLARK SECURITY PRODUCTS	Operations	Annual: locksmith supplies (increase purchase order from \$25,000 to \$35,000)	\$10,000.00 *
18-00167	CARSON LANDSCAPE SUPPLY/JHM	Operations	Annual: irrigation repair supplies (increase purchase order from \$18,000 to \$24,000)	\$6,000.00 *
18-02068	FUTURE DESIGN COMMUNICATIONS	Adult Education	Network cabling rooms 27 & 30	\$4,145.16
18-02099	KYA SERVICES, LLC	Paramount Park Middle School	Replacement of flooring in office staff lounge	\$6,942.46 *
<b>211 - Building Fund - Measure I</b>				
18-02015	CHEFS' TOYS	Odyssey STEM Academy	Prep sink & work tables (3)	\$3,989.52
18-02019	MEAR CONSTRUCTION	Adult Education	Exterior painting: cafeteria	\$1,900.00
18-02066	WEST CO.	Lincoln Elementary School	Electrical maintenance & repairs (Bid #3-17-18)	\$208,884.00 *
<b>250 - Capital Facilities Fund</b>				
18-02030	SOUTHERN CALIFORNIA EDISON	Jackson Middle School	Annual: lease renewal (Board approved: 4/9/14)	\$24,938.30 *

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

**Paramount Unified School District**

2017/2018

**Purchase Orders To Be Ratified and Authorized**

**March 12, 2018**

**PURCHASE ORDER SUMMARY BY FUND**

93 Purchase orders for a total of **\$990,164.00**

<b>010 - General Fund</b>	To Be Authorized	\$30,593.85
	To Be Ratified Over \$1,500	\$18,378.12
	To Be Ratified Under \$1,500	\$20,691.96
	<b>Fund Total</b>	<b>\$69,663.93</b>
<b>010 - General Fund - LCAP</b>	To Be Authorized	\$591,986.73
	To Be Ratified Over \$1,500	\$9,089.40
	To Be Ratified Under \$1,500	\$3,389.66
	<b>Fund Total</b>	<b>\$604,465.79</b>
<b>110 - Adult Education Fund</b>	To Be Ratified Over \$1,500	\$12,235.92
	To Be Ratified Under \$1,500	\$711.49
	<b>Fund Total</b>	<b>\$12,947.41</b>
<b>120 - Child Development Fund</b>	To Be Ratified Over \$1,500	\$2,100.03
	<b>Fund Total</b>	<b>\$2,100.03</b>
<b>140 - Deferred Maintenance Fund</b>	To Be Authorized	\$56,442.46
	To Be Ratified Over \$1,500	\$4,145.16
	<b>Fund Total</b>	<b>\$60,587.62</b>
<b>211 - Building Fund - Measure I</b>	To Be Authorized	\$208,884.00
	To Be Ratified Over \$1,500	\$5,889.52
	To Be Ratified Under \$1,500	\$687.40
	<b>Fund Total</b>	<b>\$215,460.92</b>
<b>250 - Capital Facilities Fund</b>	To Be Authorized	\$24,938.30
	<b>Fund Total</b>	<b>\$24,938.30</b>

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Acceptance of Donations

**BACKGROUND INFORMATION:**

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

The following donations have been presented to the District:

1. The District received a donation of \$700.00 from Target Field Trips. This donation will be designated for the students of Abraham Lincoln School to support fourth-grade field trips.

For the current 2017-18 fiscal year through March 12, 2018, the District has received an estimated total, which includes the above amounts, of \$55,106.38 in gifts, grants, and bequests.

**POLICY/ISSUE:**

Board Policy 3280 – Gifts, Grants, and Bequests

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

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

**PREPARED BY:**

Ruben Frutos, Assistant Superintendent-Business Services

**DISTRICT PRIORITY 9:**

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





# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** AVID College Readiness System Services and Products Agreement for 2018-19

## **BACKGROUND INFORMATION:**

Paramount Unified School District recognizes the importance of meeting the needs of English Learners and preparing them for college and career. The District continues to expand Advancement Via Individual Determination (AVID) opportunities to prepare students for college and other postsecondary opportunities. AVID Excel is an elective course designed to meet the needs of Long-term English Learners (LTELs) in middle school. The focus of this elective is to: 1) meet the needs of Long-term English Learners with a goal of reclassification to Fluent English Proficient before high school and 2) provide a pathway into high school AVID. AVID Excel will be offered as a new elective course to seventh grade LTELs at each middle school in the 2018-19 school year.

## **POLICY/ISSUE:**

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

## **FISCAL IMPACT:**

Not to exceed \$30,000 from Title III funds

## **STAFF RECOMMENDATION:**

Approve the Advancement Via Individual Determination College Readiness System Services and Products Agreement to offer AVID Excel as a new elective course for seventh grade Long-term English Learners in 2018-19.

## **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: 3.1-A**

## **AVID Standard Terms and Conditions**

This AVID College Readiness System Services and Products Agreement (“Agreement”) is entered into by and between AVID Center, a California non-profit corporation (“AVID Center”) and (“Client”).

### **Article I. Definitions**

**1.1. AVID College Readiness System Services and Products Agreement (“Agreement”):** The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

**1.2. AVID College Readiness System:** The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

**1.3. AVID Materials:** Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client’s implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.4. AVID Member Site:** Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

**1.5. AVID Methodologies:** Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.6. AVID Programs:** Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

**1.7. Service and Product Exhibits:** The language in Article 9 of the AVID Standard Terms and Conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

**1.8. Payment Terms:** The terms of when payment is due, as listed on the Quote.

**1.9. Quote:** The order document that is fully incorporated into this Agreement.

### **Article II. Period of Agreement**

**2.1. Term:** The Term (“Term”) of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

### **Article III. Licenses and Proprietary Rights**

**3.1. Copyright License:** Subject to Client’s performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.
- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

**3.2. Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

**3.3. Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

**3.4. Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

**3.5. Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

**3.6. Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

**3.7. Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

**3.8. Compliance with Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

**3.9. Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

#### **Article IV. Compensation**

4.1. **Quotes—Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client and payment is due according to the terms listed in the accepted Quote(s).

#### **Article V. Status of Parties**

5.1. **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

#### **Article VI. Authority**

6.1. **AVID Center Authority:** AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. **Client Authority:** Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

#### **Article VII. Termination**

7.1. **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. **Termination Without Cause:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

#### **Article VIII. General Provisions**

8.1. **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall

be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. **No Assignment, Delegation or Transfer:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. **Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with

written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9. **Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. **Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. **Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

**Article IX. Services and Products Exhibits**

**9.1 AVID Excel Participation:**

- (a) **AVID Excel:** AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner students. The goal of AVID Excel is to interrupt students' path to long-term ELL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.
- (b) **AVID Excel Participation:** By signing the Quote and paying the associated Participation Fee for each participating site and a one-time curriculum fee per site, Client and their school sites listed in the Quote will be considered AVID Excel "Participant(s)." Participation runs concurrently with the Term of this Agreement.
- (c) **AVID College Readiness System and Materials:** Participation entitles Client to implement AVID Excel only at the Participant school sites listed in the Quote and to use the licensed AVID trademarks, copyrights and other intellectual property strictly for the Client's AVID Excel participation pursuant to the provisions of this Agreement.
- (d) **AVID Center Support:** AVID Center agrees to provide support to Client through AVID Center's national and/or divisional offices. Participation includes support from AVID Center's national office in the following ways:

- Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules,
  - Access to updates of curriculum and other resources,
  - Access to phone, email, web conference support tailored to AVID Excel,
  - Coordination with Client to collect, report, and analyze data from Participant schools,
  - Access to ongoing AVID Excel development through various professional learning sessions and workshops,
  - Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions,
  - Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.
- (e) **Licensing Benefits:** Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Participation/License Fee:** Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.
- (g) **AVID Methods:** Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.
- (h) **Student Selection:** Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.
- (i) **AVID Excel District Leader:** In order to disseminate AVID effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.
- (j) **District Virtual Professional Learning:** Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.
- (k) **District On-Site Professional Learning/Site Visitation Days:** Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.
- (l) **Summer Institute:** Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.
- (m) **AVID Excel Curriculum Set(s):** Client agrees to purchase at least four (4) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are non-transferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
- (n) **Curriculum Shipment:** AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the

**“Requested Delivery Date”.** The Client confirms that this date reflects the best time for receipt of shipment. Client should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center’s receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for Client’s convenience only. AVID Center’s collection and Client’s provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,  
a California Non-Profit Corporation  
501(c)(3)**

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594**



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** Memorandum of Understanding with Community Union, Inc.

## **BACKGROUND INFORMATION:**

Community Union, Inc. (CU Inc.) is a Los Angeles based organization that provides parents access and training to technology so they can engage in their child's education. CU Inc. will facilitate classes utilizing the Parent Empowerment through Technology Program to thirty parents of the English Learner Advisory Committee; This parent group is also piloting the use of Chromebooks as a tool for supporting student success.

Community Union, Inc. will provide twelve interactive lessons focusing on developing internet navigation skills using key websites that address the health and education needs of students. Parents will learn how to use a Chromebook, access the Internet and develop computer and Internet navigation skills while using websites that focus on health, college, District resources and Internet safety.

This consultant agreement supports parent engagement, which is a requirement for Title III funding.

## **POLICY/ISSUE:**

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

## **FISCAL IMPACT:**

Not to exceed \$8,000 from Title III funds

## **STAFF RECOMMENDATION:**

Approve the Memorandum of Understanding with Community Union, Inc. to offer parents of English learners classes utilizing the Parent Empowerment through Technology Program.

## **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**



# MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

## Paramount Unified School District AND Community Union, Inc.

This Memorandum of Understanding (MOU) is made and entered into March 13, 2018, by and between Paramount Unified School District (PUSD), and Community Union, Inc. (CU), hereinafter jointly referred to as “PARTIES”.

### RECITALS

**WHEREAS**, PUSD intends to improve the quality of life for the Paramount community,

**WHEREAS**, PUSD intends to enhance parents’ access and training to technology so they may better engage in their child’s education,

**WHEREAS**, Community Union is an organization with over 24 years of experience in community-based technology and Internet training, having touched over 28 million people with their message of technology empowerment,

**WHEREAS**, PUSD serves students whose demographics include low-income and monolingual (non-English) speaking parents,

**WHEREAS**, Community Union seeks to bring community-based technology training services to PUSD, with the intent of using the Parent EMPOWERMENT through Technology program.

**NOW, THEREFORE**, all of the named parties hereby acknowledge, and as an expression of common intent, the PARTIES hereto agree as follows:

#### I. **PURPOSE**

The purpose of this MOU is to define the manner in which the PARTIES will participate in establishing a strategic relationship to form collaboration as a means to facilitate the delivery of the Parent EMPOWERMENT through Technology (PE+T) Program to serve parents of PUSD students. PE+T furthers the effort to better engage parents in their child’s education. Core to this MOU is fundraising that will enable all low-income parents to enroll into the PE+T course free of charge.



## II. *GENERAL PROVISIONS*

### A. TERM

The term this MOU begins upon execution by the PARTIES for a period of one year, unless otherwise terminated as provided for in Section D below. Services under this MOU will be rendered during the 2017-2018 school year.

### B. RESPONSIBILITIES

The following shall describe the responsibilities to the MOU:

1. Paramount Unified School District:
  - a) Will provide printer, Internet connection, computers/laptops and space to conduct Parent EMPOWERMENT through Technology courses,
  - b) Will provide the computer room and/or laptop cart to conduct Parent EMPOWERMENT through Technology (PE+T) courses at Paramount Unified School District schools, a maximum of 80 parents will attend courses, **see Exhibit B**
  - c) Will provide a printer for parents to print completed exercises at the end of each session,
  - d) Will support outreach efforts to parents, including but not limited to coordinating with school staff and Community Union to obtain parent contact information,
  - e) Will provide parents with log-in information to access the Internet from the site as needed,
  - f) Will meet with CU staff as needed during the pre-planning phases of the PE+T, and every other week once sessions commence to discuss successes and challenges if any,
  - g) Provide space for and participate in PE+T Graduation Ceremony to be conducted at conclusion of program,
  - h) Agrees to pay a flat fee of \$7,750 for a maximum of 80 parents,
2. CU – will manage:
  - a) Outreach and recruitment of parents,
  - b) Organization of initial parent orientation meeting,
  - c) Follow-up phone calls to parents,
  - d) Recruitment, training and management of trainers using the PE+T system,
  - e) All classes and class schedules, See **Exhibit B**,
  - f) And provide supplies,
  - g) Delivery of PE+T as described herein, and incorporated, See **Exhibit**



- A and C**
- h) Safety and Clean-up of Computer Lab,
  - i) Progress reporting, tracking and attendance using PE+T system,
  - j) And provide status reports to PUSD upon request,
  - k) And maintain communication with PUSD staff as needed regarding the PE+T program,
  - l) Graduation ceremony, announcements, invitation and day of event,
  - m) Promotion of class successes with local leaders and media,
  - n) And cover all remaining costs,
3. Prior to changes in schedules of this agreement Parties agree to discuss and determine a strategy convenient and mutually beneficial to both.

C. CONFIDENTIALITY

No person will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the clients (parents and students), applicants, participants or customers of the PARTIES.

D. TERMINATION

This MOU may be terminated by mutual consent with a 30 day written notice by either party.

E. ASSIGNMENT

PARTIES may not transfer or assign interest in this MOU without the previous written consent of all parties. Any such attempt to transfer or assign shall be null and void.

F. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other partners, their boards, officers, agents, employees, assigns and successors in interest from and against all suits or causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including each party's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of negligent acts, errors omissions or willful misconduct incidents to the performance of this MOU.

G. GENERAL INSURANCE REQUIREMENTS



PARTIES mutually agree to maintain their own corporate insurances, including but not limited to commercial general liability policy, workers compensation, officers and directors insurance, bonding, automobile, and employer’s liability.

H. MODIFICATION

The terms and conditions of this MOU may only be amended by mutual written agreement of the PARTIES.

III. **AUTHORIZED PERSONNEL**

For the purposes of this MOU, the individuals identified below are authorized to coordinate the related activities for each party.

**For: Community Union**

**Name: Larry Ortega**  
**P.O. Box 364**  
**Pomona, CA 91769**  
**Cell: (951) 314-0331**  
**Email: [Lortega@onemillionNIU.org](mailto:Lortega@onemillionNIU.org)**

**For: Paramount Unified**

**Name: Renée Jeffrey**  
**Director of School Support & Innovative Programs**

**Ruben Frutos**  
**Assistant Superintendent of Business Services**

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. This MOU is of no force or effect until signed by representatives of both parties.



**IN WITNESS WHEREOF**, PARTIES to this Memorandum of Understanding have caused this MOU to be duly executed on their behalf by their authorized representatives.

**COMMUNITY UNION, INC.**

**PARAMOUNT UNIFIED SCHOOL DISTRICT**

**By: Larry Ortega**

**By: Renée Jeffrey**

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**President & CEO**

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**Director of School Support & Innovative Programs**

**By: Ruben Frutos**

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**Assistant Superintendent of Business Services**



## **EXHIBIT A**

### **Parent EMPOWERMENT through Technology (PE+T)**

**for**

### **Paramount Unified School District**

The Parent EMPOWERMENT through Technology (**PE+T**) program streamlines key elements to parent involvement, with cultural relevance at its center. When parents lack appropriate tools to fully engage in the health and education of their family, they tend to step out of their role. A balanced use of online information and tools can lead to parent empowerment and engagement on all levels. Parents gain critical research skills with PE+T training. PE+T gives parents the power of information—giving them the opportunity to make well-educated choices that benefit their entire family.

#### **1. Organizational Background and History**

**Community Union, Inc.**(Established 1993)

**Mission:** Setup, sustain and expand education and economic opportunities in low-income communities via community-based computer and Internet training.

Community Union, Inc. is a corporation based in Los Angeles, California. Community Union (CU) provides training from community technology centers located in low-income neighborhoods throughout California.

In 1993, while Mr. Larry A. Ortega was attending law school at Western State University School of Law, Fullerton, CA, he founded CU. CU first launched their courses working with children, but quickly realized that training parents in technology was key to impacting the digital divide, student achievement and graduation rates. A year after its inception, CU launched courses to serve parents in English and Spanish.

Community Union, in cooperation with the One Million NIU (New Internet Users) Coalition, have successfully negotiated the opening of community-based technology training centers in over 30 cities, helping more than 25,000 parents, youth and senior citizens improve their quality of life through access and training to Internet resources. College students and NIU graduating parents enter and complete the Train the Trainer Program and become NIU Trainers for new sessions. Trainers have found the NIU experience to be a great career launching pad as they move into professional endeavors.



## **2. Why Parent EMPOWERMENT through Technology?**

A majority of low-income parents want to improve the quality of life for their family. However, many lack the skills required to engage in their education and health in a way that leads to improvement. This lack of improvement is more evident among parents with lower incomes and educational attainment, as well as among first generation immigrants who are English learners.

The Parent EMPOWERMENT through Technology program presents an opportunity to make a focused effort to help parents engage in their family's health and education via the Internet. There are a wide array of websites and on-line content in English, Spanish, Chinese and Vietnamese that help parents positively effect change in their family. CU has taught low-income parents how to access and use on-line resources for over 24 years and in our expert opinion, significantly improves the quality of life of graduates and their families.

## **3. Target Population**

Maximum of 80 low-income parents, will participate in PE+T (**Exhibit C**). Parents served will have children attending PUSD schools and will attend courses per **Exhibit B**.

## **4. Proposed Methodologies**

Community Union believes it is a moral and economic imperative that we empower parents with research skills in education and health via technology training. A parent that can navigate the Internet to find reliable information is better equipped to make sound decisions for their family.

### **PE+T outcomes for parents:**

1. Development of Internet on-line resource navigation skills using key websites, addressing both health and education needs,
2. Development of a full-color multipage e-tools Resource Guide in PowerPoint that contains the following information:
  - a. Email, Word, Excel and PowerPoint,
  - b. A healthy living pyramid,
  - c. A through G requirements (UC/CSU college entry requisites),
  - d. Local Paramount Unified School District resources available on-line,
  - e. Internet safety,
  - f. Detailed benefits of common fruits, vegetables, superfoods, supplements and organics,
  - g. Healthy recipes,
  - h. Use of Khan Academy, on-line math homework help,
  - i. Create a resumé,
  - j. Google Drive project.





3. Improved public speaking skills and advocacy strategies that will assist them in ensuring their family has access to health and education resources.

PE+T not only provides the foundational understanding needed by parents such as A-G requirements, education resources, college options, etc., but because the parents will have on-going access to on-line resources, they will be empowered to forever engage and advocate for the improved health and quality education for their family.

In many instances parents who graduate from NIU Training will come back to be NIU Trainers themselves. The feeling of empowerment provided to these parents who become NIU Trainers is priceless.

### **5. Project Goals, Operation and Evaluation:**

PE+T's Modules, see **Exhibit C** below, are a list of exercises parents will complete during each 20 hour Module. PE+T takes parents through step by step on how-to use a computer, access the Internet and develop computer and Internet navigation skills while building an e-tools Resource Guide in PowerPoint, using health focused, college, school district and Internet safety websites. Manuals, exercises and instruction are available in English and Spanish.

#### **Module I:**

1. Develop and maintain a **vision** on how the technology tools learned in class will help their child succeed academically
2. Learn basic keyboarding skills a. Lifetime Use of on-line keyboarding instruction resource
3. Create and manage Gmail account, compose, send, attach/share documents
4. Create and manage files via Google Drive
5. Create and manage Google Doc (Word) documents
6. Create and manage Google Slides (PowerPoint) presentations
7. Master use of Google Translate, a tool to translate words, phrases and webpages from the English language to language of preference, e.g. Spanish, Chinese, etc.
8. Develop 8 Slide (page) Google Slide (PowerPoint) Presentation with transitions and animation
9. Master use of on-line college prep. resource **KnowHowToGo.org**
10. Master use of on-line Internet Safety and privacy resource **Netsmartz.org/parents**
11. Master use of on-line Internet nutrition and health resource **DrFurhman.com**
12. Master use of on-line Math homework help resource **Khan Academy**
13. Commence/enhance regular use of computer and Internet at home
14. Enhance public speaking and on-line communication skills
15. Enhance/improve communication with children and other family members
16. Enhance/improve small group communication skills
17. Enhance/improve entry level office job skills

#### **Module II:**

1. Learn how to use Scam Gram



2. Google Sheets (Excel) beginning/intermediate
3. Word/Google Docs
4. PowerPoint/ Google Slides
5. Online health resources

Evaluation:

- Paramount to the proposed project is the evaluation of program effectiveness.
- Quantitative methods such as pre and post surveys will be used. Also, graduating participant's focus group interviews will create feedback that will be used to create qualitative data to fine-tune PE+T,

In summary, after the completion of the PE+T program the following Major Goals will be accomplished:

1. Parents gain increased Internet navigation knowledge for the purpose of improving the quality of life for their family,
2. Parents will develop an e-tools Resource Guide and/or an e-health Tools Resource Guide to ensure they have key information to better engage in the health, education and professional goals for their family,
3. Parent leaders emerge and become sustainable resources for other parents,

## **6. Funding, Roles and Responsibilities**

1. Community Union, Inc.
  - a. Project Management and Administration (attendance, instruction, program progress reporting, etc.), training staff, PE+T training manuals and materials,
2. Outside Consultant (funded by Community Union)
  - a. Curriculum Specialist and Program Evaluation
  - b. 20 hours evaluation, testing and reporting on PE+T outcomes, within the scope of this proposal,
3. PUSD
  - a. Utilization of computer lab where training will take place. Utilities, rent, security, administration staff and maintenance to be provided as an in-kind contribution,
4. Community Union and PUSD
  - a. Marketing and promotion consultation, news briefs, press releases, collateral materials, event/school presentations, and out-reach,



5. Cost:

- a. PUSD will pay \$3,875 for each of the two sessions, for a total of \$7,750, for a maximum of 80 parents.
- b. PUSD agrees to pay CU within 30 days after being invoiced.
  - a. Upon commencement of outreach, money for Invoices received by PUSD is considered earned.
  - b. Upon commencement of classes, money for Invoices received by PUSD is considered earned, unless otherwise expressed in writing from PUSD.
- c. PUSD agrees to pay the \$7,750 in the following manner:
  - a. PUSD will pay upon receiving Invoice #1 for \$3,875 from Community Union *at the start of PE+T* spring sessions to cover start-up costs, which include IT Visits to coordinate computer lab, PE+T Manuals to be used in training sessions, fliers, and other supplies needed to launch training sessions; and upon receiving Invoice #2 for \$3,875 after verifying that the training and other services covered by this agreement have all occurred at the conclusion of spring sessions.

**END OF EXHIBIT A**



**EXHIBIT B**

**Parent EMPOWERMENT through Technology (PE+T)**

Site	Max # of Parents	*Course	Schedule	Quarter
Paramount Session I	40	<b>Module I (see Exhibit C)</b>	<b>Time: 8:30-11:30am Day: Tues/Thurs</b>	<b>2018 Spring</b>

Site	Max # of Parents	*Course	Schedule	Quarter
Paramount Session II	40	<b>Module II (see Exhibit C)</b>	<b>Time: 8:30-11:30am Day: Tues/Thurs</b>	<b>2018 Spring</b>

\*Modules (I, II and III) are subject to change based on parent and School District feedback.



## EXHIBIT C

# MODULE I: Parent EMPOWERMENT through Technology

NAME: \_\_\_\_\_

**Module I**  
**Parent EMPOWERMENT through Technology**

One Million NIU

Task #	Task	Outcomes/Deliverables	Trainers Initials	Date	Results/ Name of File	Percent Complete	Duration of Hours	
<b>Daily Task: There will be 3 tasks that each student will be required to accomplish each day they attend the PE+T- Module I class.</b>								
<b>D A I L Y</b>	Warm-up	1) 10 minutes typing.com AND check your email, practice email						
	Pro-practice	2) Learn About the History of NIU see this website: onemillionniu.org, Write an Email to your instructor daily, providing feedback about the NIU site and the class						
	Cool-down	3) Last 5 minutes of class students will print all of their completed work. Trainer: place completed task in student folder and update their task list						
<b>ENTRY MATRIX</b>							0.5	
<b>A1</b>	<b>Vision Statement</b>	<b>IN CLASS:</b> 7 Minute writing exercise, handwrite personal goals for next 2 weeks, 2 months, 2 years, and 20 years. <b>HOMEWORK:</b> Take in-class assignment home to develop a final draft on your Vision Statement. 1 hour					0.5	
A1.1	Email setup, send, receive	Student create Gmail account. (Write User ID and Password to the right.)	User ID:	Password:		25%	1.5	
A1.2	Setup Typing account	Go to <a href="http://www.typing.com">www.typing.com</a> and on-line exercises to improve typing skills. (Write User ID and Password to the right.)	User ID:	Password:		30%	0.5	
A1.3	Google Translate	Student will get brief introduction to Google Translate, translating words and websites via copying link						
<b>A2</b>	<b>Beginning Word:</b>	Student learns basic functions in Word- open, save & modify a document.						
A2.1	Type Vision Statement	Using Handwritten exercise completed above in A1, type and print Vision Statement. (Write the saved file name to the right.)	File name:			40%	1	
A2.2	Word Exercise I	Create, edit, modify text, format paragraphs, use tools to give documents professional look. (Write the saved file name to the right.)	File name:			43%	1	
A2.3	Word Exercise II	Develop Communication to Principal, Vice Principal and Teachers. Student will open-up lines of communication with Teacher/Principal. (Write the saved file name to the right.)	File name:			45%	1	
<b>A3</b>	<b>Intro. to PowerPoint</b>	Create a presentation with phone number, email, and contact information. Modify slides in preparation for Final e-tools Resource Guide.						
A3.1	<b>Self-intro Slide 1</b>	Title Page. Vision Statement. (Write the saved file name to the right.)	File name:			50%	2	
A3.2	<b>Raising Expectations Slide 2</b>	Final e-tools Resource Guide. "I will expect more from my child because I have access to more resources via the Internet..."				55%	1	
<b>A4</b>	<b>Internet Navigation Build-out of E-tools Resource Guide</b>	Hyperlinks, browse websites, copy and download information to Power Point.						
A4.1	<b>Slide 3</b>	Google Translate to translate documents and information from English to Spanish/Spanish to English.				60%	1	
A4.2	<b>Slide 4</b>	KnowHow2Go.org - Excellent overview of how to prepare for college, beginning in Middle School.				65%	2	
A4.3	<b>Slide 5</b>	Netsmartz.org/parents - Learn strategies on keeping children safe on the Internet, deal with cyber bullying, project privacy.				75%	2	
A4.4a	<b>Prep Video for Slide 6</b>	Play Video Spanish Introduction, provide hand-out <b>Intro to DrFuhrman.com</b>						
A4.4b	<b>Slide 6</b>	Dr. Fuhrman: Establish a strong nutrition foundation through nutrients, knowing difference between micro and macro nutrients.				80%	1.5	
A4.5	<b>Slide 7 &amp; 8</b>	Khan Academy On-line Resources Math for children				85%	3	
A4.6	<b>FINAL e-tools Resource Guide</b>	e-tools Resource Guide: Students compile all slides into a final portfolio				90%	1.5	
<b>EXIT MATRIX</b>								
							100%	<b>20</b>
								Version 10 Oct'16



## EXHIBIT C Continued

### MODULE II: Parent EMPOWERMENT through Technology (PE+T)

#### Parent EMPOWERMENT through Technology - ADVANCED

NAME \_\_\_\_\_

MODULE II

Task #	Task	Outcomes/Deliverables	Trainer's Initials	Date	Results/Name of File	Percent Complete	Expected Duration Hours
<b>DAILY ACTIVITY</b>		1) Check Email					
		2) Check YouTube Page: One Million NIU, CUIncNews. Subscribe, Comment, AND Like					
		3) Goto <b>Scam Gram</b> Page: <a href="http://www.consumer-action.org/news/scam-gram">http://www.consumer-action.org/news/scam-gram</a> . Write an email to your trainer on what you found interesting today from that page. Use Google Translate as needed.					
<b>A1</b>	<b>Vision Statement II</b>	<b>IN CLASS:</b> 7 Minute writing exercise, What did you like in the last class, and what do you want to learn more of in this class, please be specific, and WHY? <b>HOMEWORK:</b> Making the Vision Statement better. What do you absolutely want to be able to do after graduating from this class AND why?					0.5
A1.1	Email/Gmail II	Using Gmail create and send email to your Trainer. (Write User ID and Password to the right.) If you cannot access your email account in 5 minutes time, then create a new email address with different name.		<i>User ID:</i>		25%	1
A1.2	Intro. To Google Drive	Access to all your files and access to three (3) key programs can be found through Google Drive: Docs, Sheets and Slides				30%	0.5
<b>A2</b>	<b>Word II / Google Docs</b>	<b>Using Word II / Google Docs manual, student will get a refresher on creating, modifying and storing documents on Google Docs</b>					
A2.1	Vision Statement II	Type and print Vision Statement II, completed in A1 above. (Write the saved file name to the right.) Attache document and Email Letter to your Trainer.			<i>File name:</i>	35%	1
A2.2	Develop Communication to CPUC President Picker	<b>Use Template Letter</b> provided in hand-out: all students should have Internet at home, cell phone access does not count.			<i>File name:</i>	40%	1
<b>A3</b>	<b>Excel / Google Sheets</b>	<b>Learn Excel / Google Sheets basics, columns, rows and cells, build a database and a budget.</b>					
A3.1	Basics	Learn fundamentals of Excel/Google Sheets.				45%	2
A3.2	Database	Learn how to create a spreadsheet, input data, edit and format a spreadsheet.				50%	2
A3.3	Budget	Learn how to build a budget. Compare purchasing healthy food and super foods to purchasing typical non-nutritional items.				55%	2
<b>A4</b>	<b>PowerPoint / Google Slides II</b>	<b>Brief Review of Google Slides: tools, menu bar and different cursor states: double arrow(to change size), 4 arrows(to move), etc.</b>					
A4.1	<b>Slide 1</b>	Self introduction and Vision Statement II. (Write the saved file name to the right.) " <b>NIU Level II Plan name</b> "			<i>File name:</i>	60%	2
<b>A5</b>	<b>Internet Navigation</b>	<b>Browse websites on healthy living and begin building an e-Health Tools Resource Guide</b>					
A5.0	<b>Forbidden Cures Video 15:15 - 20:19</b>	Play video <a href="https://www.youtube.com/watch?v=gWlrfNJCeM">https://www.youtube.com/watch?v=gWlrfNJCeM</a> from 15:15 - 20:19 on timeline					
A5.1	<b>Slide 2</b>	Develop/Print: "Creating a healthy and nutritious environment for my family."				85%	1
A5.2	<b>Slide 3</b>	<b>Foodmatters.tv</b> manual, and other health information website manuales - Parents engage in more detailed research of super foods, supplements, and organics.				70%	1
A5.3	<b>Slide 4</b>	<b>JointheReboot.com-</b> Parents learn benefits of common fruits and vegetables.				70%	1
A5.4	<b>Slide 5</b>	<b>theppk.com/recipes/</b> - Parents will find encouraging recipes to kick-start a healthy lifestyle for their entire family.				85%	1
A5.5	<b>Slide 6 and 7</b>	Incorporate your Excel/Google Sheets done in A3.3 above into Google Slides Presentation. Enhance Slide with pics, WordArt, color, and images.				85%	2
A5.6	<b>FINAL e-Health Tools Resource Guide</b>	<b>e-health Tools Resource Guide: Compile all slides into a portfolio and finish building Health/Nutrition Plan and resources for the purposes of creating a helpful source of information that you and your family can reference.</b>				90%	2
						100%	20.00
Version 5, 4/19/17							

**End of EXHIBIT C**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Deborah Stark, Assistant Superintendent-Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** Nonpublic School Placement for a Special Education Student for 2017-18

## **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. The District contracts on an as needed basis for services based on needs identified in the Individual Education Plan (IEP) process.

A middle school student (2016002397) with an eligibility of emotional disturbance was unsuccessful in a District placement. The IEP team recommends placement at Olive Crest Academy with designated instructional services counseling as the least restrictive environment for the 2017-18 school year. The estimated cost not to exceed \$22,500.

## **POLICY/ISSUE:**

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

## **FISCAL IMPACT:**

Estimated cost not to exceed \$16,300 from special education funds and \$6,200 from mental health funds.

## **STAFF RECOMMENDATION:**

Approve the placement for a special education student in nonpublic schools as determined by the student's Individual Education Plan for the 2017-18 school year.

## **PREPARED BY:**

David Daley, 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.

**ACTION ITEM: 3.3-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** Carl D. Perkins Grant Award Amendment

**BACKGROUND INFORMATION:**

The Carl D. Perkins Career and Technology Education Improvement Act of 2006 Grant has been amended to reflect an increase in available funds. Paramount Unified School District has received an additional \$11,417 for 2017-18. The funds will be used to support Career and Technical Education programs for secondary students in grades 7-12 that promote academic, career and technical skills.

Original Amount	Amendment Amount	Total	Award Starting Date	Award Ending Date
\$125,998	\$11,417	\$137,415	July 1, 2017	June 30, 2018

**POLICY/ISSUE:**

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

**FISCAL IMPACT:**

Restricted income of \$11,417

**STAFF RECOMMENDATION:**

Approve the Carl D. Perkins Grant Award amendment for the 2017-18 school year.

**PREPARED BY:**

Greg Francois, Director of Secondary Education and Instructional Technology

**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.

**ACTION ITEM: 3.4-A**



# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ryan Smith, Assistant Superintendent–Secondary Educational Services  
**DATE:** March 12, 2018  
**SUBJECT:** Carl D. Perkins Grant Award Amendment for Paramount Adult School

## **BACKGROUND INFORMATION:**

The Carl D. Perkins Career and Technology Education Improvement Act of 2006 Grant has been amended to reflect an increase in available funds. The Perkins Consortium that Paramount Adult School belongs to include such districts as Compton, Downey, Inglewood, Long Beach, Lynwood and Torrance. This consortium was awarded an amended amount of \$103,156, in which Paramount Adult School received \$7,113 of that amount for 2017-18. The funds will be used to support Career and Technical Education programs for Paramount Adult School that promote academic, career and technical skills.

Original Amount	Amended Amount	Total	Award Starting Date	Award Ending Date
\$17,540	\$7,113	\$24,653	July 1, 2017	June 30, 2018

## **POLICY/ISSUE:**

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

## **FISCAL IMPACT:**

Restricted income of \$7,113 to Paramount Adult School CTE Programs

## **STAFF RECOMMENDATION:**

Approve the Carl D. Perkins Grant Award amendment for Paramount Adult School for the 2017-18 school year.

## **PREPARED BY:**

Greg Francois, Director of Secondary Education and Instructional Technology

## **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.

**ACTION ITEM: 3.5-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Second Interim Report 2017-2018

**BACKGROUND INFORMATION:**

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

Two specific reporting periods are required: the First Interim Report is due on or before December 15, 2017, and covers the period July 1 through October 31, 2017. The Second Interim Report is due on or before March 17, 2018, and covers the period July 1 through January 31, 2018.

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

**POLICY/ISSUE:**

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

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Approve the Second Interim Report with a positive certification.

**PREPARED BY:**

Patricia Tu, Director-Fiscal Services

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.1-A**

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Authorization to Purchase – Visitor Management System

## **BACKGROUND INFORMATION:**

The District's current campus visitor management safety program at all schools is a manual sign-in log and issuance of paper visitor badges for adults who visit. This current system allows schools to log in the visitors, but there is no further screening of the visitor. To upgrade our Visitor Management System (VMS), staff has evaluated systems that can digitally scan visitors' identification cards and screen whether there is a reason not to allow entry to the campus.

A digital visitor management system provides for a digital log and instant sex offender screening for every visitor to the campus, along with a customized database that may be used for custody screenings or an individual campus visitor exclusion list. The Megan's Law website does not include sexual offenders from other states that have relocated, and not registered, into our District boundaries. In order to provide additional protections from sexual offenders, these digital visitor management systems have the ability to query all 50 states' sexual offender registration databases. Staff has evaluated a few systems.

Staff recommends Raptor Visitor Management System for its comprehensive screening capability and ease of use; this web-based system will log visitors at school sites and instantly screen for registered sex offenders in all 50 states. The system would be installed at all District locations, including preschools and District facilities. The costs include setup, installation and trainings. First year maintenance and software upgrades are included in the contract cost.

## **POLICY/ISSUE:**

Board Policy 3313 – Bids & Quotations

## **FISCAL IMPACT:**

\$45,000 from LCAP Security Funds

## **STAFF RECOMMENDATION:**

Authorize the purchase of the Raptor Visitor Management System, and authorize the Superintendent or designee to execute all necessary documents.

**ACTION ITEM: 4.2-A**

**PREPARED BY:**

Jessie Flores, Interim Director-Safety and Security

**DISTRICT PRIORITY 6:**

Monitor and promote school safety and security.



## SUBSCRIPTION AND PURCHASE AGREEMENT

Your organization ("Subscriber") has requested access to the Raptor Technologies, LLC ("Raptor") Subscription Services. Please carefully review the following terms and conditions (this "Agreement"). By signing below, you represent that you have the power to bind Subscriber and Subscriber agrees to be bound by this Agreement as of the "Effective Date".

- 1. Subscription Services.** Subject to the terms and conditions of this Agreement, Raptor grants to Subscriber, and Subscriber accepts from Raptor, a limited, non-exclusive, non-sublicensable, non-transferable license to use the Subscription Services (a) in accordance with this Agreement (b) in the ordinary course of Subscriber's internal business and (c) in a manner that is in accordance with applicable laws. Raptor and Raptor's licensors are, and shall remain, the owners of all right, title, and interest in and to the Subscription Services, subject to the license granted to Subscriber in this Agreement. All rights not expressly granted to Subscriber in this Agreement remain rights of Raptor and Raptor's licensors.
- 2. Confidentiality.** "Confidential Information" is information relating to Subscription Services and Equipment provided under this Agreement including, without limitation, the components of intellectual property, designs, and any other information of Raptor of a secret, confidential, or proprietary nature. The Subscriber agrees that, except as expressly permitted herein, it will not use, directly or indirectly, for its own benefit or for the benefit of a third party, and that it will not disclose directly or indirectly, to a third party any of Raptor's Confidential Information without Raptor's prior written consent. Confidential Information does not include information which (a) becomes generally available to the public other than as a result of a disclosure by Subscriber or by disclosure of a party in violation of Raptor's rights, (b) was in Subscriber's rightful possession prior to receipt from Raptor, or (c) was rightfully disclosed to Subscriber by a third party without a violation of Raptor's rights.
- 3. Data Collection and Distribution.** Subscriber and its employees shall not disclose, or otherwise make public any individual's personally identifying information obtained through the Subscription Services except as required in the ordinary course of Subscriber's internal business or by applicable law.
- 4. Equipment.** Subscriber must provide Subscriber's own Internet access and equipment to use the Subscription Services. Such Subscriber-provided access and equipment must meet or exceed Raptor's then-current technical specifications.
- 5. Terms of Payment.** (a) Subscriber shall pay to Raptor, in advance, the then-current annual fee for each of Subscriber's campuses or place of business (a "Campus") that will utilize the Subscription Services for such year (the "Annual Subscription Fee"). Raptor may update the Annual Subscription Fee with each such change to be effective as of the first day of the following annual term, upon at least 60 days written notice to Subscriber prior to the commencement of such additional term. The term of the agreement shall be one (1) year from the effective date of this Agreement. A Campus shall not use (or otherwise be entitled to use) the Subscription Services unless and until Subscriber has paid the Annual Subscription Fee for such Campus. (b) If Subscriber is a tax exempt entity, Subscriber shall make available to Raptor upon request all necessary information required to validate Subscriber's tax exempt status.
- 6. Termination.** Subscriber may terminate this Agreement upon written notice to Raptor. Upon termination of this Agreement, (a) any and all amounts due to Raptor shall remain due and payable in accordance with the applicable payment terms and (b) all licenses granted to Subscriber by Raptor pursuant to this Agreement shall terminate at the end of Subscriber's pre-paid annual term. Sections 1, 2, 3, 5(a), 6, 7, and 8 shall survive termination of this Agreement.
- 7. Disclaimers.** (a) ANY THIRD PARTY INFORMATION MADE AVAILABLE WITHIN THE SUBSCRIPTION SERVICES IS PROVIDED TO SUBSCRIBER BY THIRD PARTIES. RAPTOR DOES NOT SCREEN, MONITOR, OR MODIFY THE THIRD PARTY INFORMATION AND DOES NOT GUARANTEE OR WARRANT THE ACCURACY, INTEGRITY, OR QUALITY OF THE THIRD PARTY INFORMATION.

(b) RAPTOR DISCLAIMS AND SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR DETERMINATIONS OF AN INDIVIDUAL'S REGISTERED SEX OFFENDER STATUS OR CUSTOM ALERT STATUS BASED ON THE

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INFORMATION CONVEYED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUCH DETERMINATIONS AND UNDERSTANDS THAT INFORMATION PROVIDED BY RAPTOR IS NOT INTENDED TO SUBSTITUTE FOR THE DETERMINATIONS MADE BY SUBSCRIBER AND SUBSCRIBER'S EMPLOYEES AND CONTRACTORS.

8. **Miscellaneous.** This Agreement may be amended only pursuant to a written agreement between the Parties. All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be

enforceable by, the Parties and their respective successors and permitted assigns. Raptor will not be in default of this Agreement for any performance failure caused by occurrences beyond Raptor's reasonable control (including, but not limited to, acts of God). This Agreement does not create any right enforceable by any person not a party. Nothing in this Agreement shall create the relationship of partners or principal-agent between the parties. Subscriber may not assign this Agreement without the prior written consent of Raptor. The waiver or failure of Raptor to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement.

IN WITNESS WHEREOF, your organization agrees to be bound by the terms of this Agreement, as evidenced by the signature of the organization's duly authorized representative below.

## Subscriber

\_\_\_\_\_  
Name of District/School/Organization

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

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

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

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

## Raptor Technologies, LLC

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

Name: James J. Vesterman

Title: CEO

Address: 631 W. 22<sup>nd</sup> St. Houston, TX 77008

Effective Date \_\_\_\_\_

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Notice of Completion – Field Service Contract

**BACKGROUND INFORMATION:**

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

The following project is complete:

Vendor	Project Description	Contract Amount	5% Retention Amount
REM Custom Builders, Inc.	PHS West: replace windows – rooms 30-34, 2 story, café, PE complex (Bid #2-16-17) P. O. 18-01857	\$ 93,946.05	\$ 4,697.30

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

**POLICY/ISSUE:**

Board Policy 7430 – Acceptance of Completed Projects

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Accept as completed the Field Service Contract for replacement of windows at rooms 30-34, 2 story, café, and PE complex at Paramount High School-West Campus. Authorize the Superintendent or designee to file the Notice of Completion and make payment to all contracted parties upon expiration of the lien period and determination that no liens are outstanding.

**PREPARED BY:**

Cindy DiPaola, Director-Operations

**DISTRICT PRIORITY 9:**

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

**ACTION ITEM: 4.3-A**

# Paramount Unified School District

**TO:** Ruth Perez, Superintendent  
**FROM:** Ruben Frutos, Assistant Superintendent-Business Services  
**DATE:** March 12, 2018  
**SUBJECT:** Issuance of Purchase Orders to Vendors for E-Rate 2018-2019 Eligible Projects

**BACKGROUND INFORMATION:**

At the Board meeting of February 5, 2018, the Board of Education approved the issue of bids and requests for proposals for projects using E-Rate funding. As the next step in the process, the District identifies specific vendors and costs of the goods and services for which E-Rate funding is requested.

In order for E-Rate funding to be approved, contracts must be established with each vendor. To accomplish this, the District must issue purchase orders for the next fiscal year (2018-19) to each vendor for the full (maximum) amount of each application. Each purchase order will contain language indicating that the purchase order is contingent upon receiving E-Rate funding. The District may void the purchase orders if E-Rate funding is not received. This is an established practice for school districts to fulfill the contractual relationship requirement needed for E-Rate approval.

As in the past, each vendor has been selected using the California Multiple Award Schedule (CMAS), a competitive State bidding process. There are several benefits to using this CMAS selection method. The District can use existing standards for vendors and products, while meeting the legal requirements of the E-Rate application process. The District receives a competitive price for all products and services, and can prepare and submit the E-Rate applications in the extremely short timelines that exist. Los Angeles County Office of Education typically requires a current CMAS contract to be able to pay for goods and services obtained through E-Rate. Following is a table outlining the purchase orders for consideration.

PO Number	Company	CMAS Contract #	Description	Amount
18-02142	By 3/9/18	By 3/9/18	WAN Network Telecom	NTE \$320,493.00
18-02141	By 3/9/18	By 3/9/18	Cellular Communications	NTE \$54,325.00
<b>Total</b>			Not To exceed	\$374,819.00

The Universal Service Administrative Company (USAC) has stated that Districts will be partially funded for their planned wireless networking projects. The District match will come from the General Fund, using E-Rate telecom savings, and budgeted technology replacement funds.

**ACTION ITEM: 4.4-A**



**POLICY/ISSUE:**

Board Policy 3300 – Expenditures

Board Policy 3309 – District Purchasing Policies

Board Policy 3322 - Contracts

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Authorize staff to create and hold the 2018-2019 E-Rate Purchase Orders pending E-Rate funding approval.

**PREPARED BY:**

Arturo Castañeda, Interim Director-Technology

**DISTRICT PRIORITIES 1 AND 3:**

Raise student achievement: student achievement is this District's primary focus with an emphasis on reading/language arts, ELD, mathematics and core and Use technology to manage information throughout the District.