

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

**REGULAR MEETING
 OF BOARD OF EDUCATION**

**MINUTES
 June 25, 2018**

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

Pledge of Allegiance Margarita Rodriguez, Director-Research, Assessment & Student Information, led the Pledge of Allegiance.

Roll Call Vivian Hansen Linda Garcia
 Sonya Cuellar Tony Peña
 Alicia Anderson

Administrators Present Ruth Pérez, Superintendent
 Ruben Frutos, Assistant Superintendent-Business Services
 Myrna Morales, Assistant Superintendent-Human Resources
 Ryan Smith, Assistant Superintendent-Secondary Educational Services
 Deborah Stark, Assistant Superintendent-Educational Services
 David Daley, Director-Special Education
 Cindy DiPaola, Director-Maintenance & Operations
 Jessie Flores, Interim-Director-Safety & Security
 Greg Francois, Director-Secondary Education
 Renée Jeffrey, Director-K-5 School Support & Innovative Programs
 Scott Law, Director-Facilities and Projects
 Margarita Rodriguez, Director-Research, Assessment & Student Info.
 Manuel San Miguel, Director-Student Services
 Beatriz Spelker-Levi, Director-Personnel
 Chris Stamm, Director-Student Nutrition Services
 Patricia Tu, Director-Fiscal Services
 Jim Wolff, Director-Technology
 Kelly Morales, Facilitator/Supervisor

Approve Agenda June 25, 2018
 1.225
 Trustee Anderson moved, Trustee Cuellar seconded the motion. Superintendent Pérez shared that there was a change to item 2.2-A and the item now reads the item is being submitted for approval pending ratification. The motion carried 5-0 to approve the agenda of the Regular Meeting of June 25, 2018 as amended.

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

Study Session Meeting
Minutes June 11, 2018
1.226

Trustee Garcia moved, Trustee Peña seconded and the motion carried 5-0 to approve the minutes of the Study Session Meeting held on June 11, 2018.

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

Regular Meeting Minutes
June 11, 2018
1.227

Trustee Cuellar moved, Trustee Anderson seconded and the motion carried 5-0 to approve the minutes of the Regular Meeting held on June 11, 2018.

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

REPORTS

Employee Representative
Reports

There was no CSEA representative in attendance.

Kim Goforth introduced herself as the new TAP president for 2018-2020. She has worked in education for 22 years and looks forward to the next step in her new journey. She wished to share her vision for TAP & PUSD and said she recently attended a conference in thanking. The keynote speaker spoke about being a hero in your own life by being the best at work and at life. The gist of it was how we draw in people when we create such exceptional experiences every single day with everyone who crosses ones path.

She thought about the culture within our District. A culture where students, community members and teachers feel important in the present and feel like they are family. She hears from teachers that they feel disconnected. Her hope is that in her tenure as TAP president, we can work together to build that culture back and return to the culture of family that brought her here. That we can work together so everyone feels like they belong and return to the shared decision making that we once had, she knows that we can do that. In Paramount, we need to remember that even in teacher shortages, we need to work with amazing the people we have, validate, encourage them and embrace them as a pirate.

Board Members' Reports

Trustee Anderson attended the City's Heritage Fair and the Thank you lunch hosted by Jackson School.

Trustee Cuellar had no report.

Trustee Garcia attended the Tepic Sister Cities meeting and she participated in the Relay For Life event.

Trustee Hansen attended the City's Heritage Fair and the monthly Ad Hoc meeting.

Trustee Peña attended the Thank you lunch hosted by Jackson School and he visited the SNAP program at 14 schools that is being held during the summer.

Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- Superintendent Pérez traveled to Sacramento to advocate on AB 1951 to allow Districts the option to administer the SBAC or SAT to 11th grade students.
- Superintendent Pérez attended the City's Heritage Fair.

- Dr. Pérez participated in the Relay For Life on behalf of her mom.
- She commented the Health Department commended the District on the work done and for the quality of air filters being used.

Introduction - Jim Wolff, Director-Technology

James Wolff received his Bachelor's Degree in Accounting with Emphasis in Computer Science from Point Loma College in San Diego.

James has worked at Xirrus, Dell Computer and Lenovo as well as the Director of Technology in Tustin Unified School District. He organized the department at Tustin Unified School District and has a broad understanding of computer hardware and software. James is known for his strong interpersonal skills.

We welcome James to the District as the new Director of Technology.

Health Services Organization – Care Solace

Mr. Rudy Castruita with Care Solace provided the Board with information on Care Solace.

Care Solace provides students, parents and staff access to local, reliable, ethical and high quality substance abuse or mental health agencies through an on-line staff and parent portal link. Care Solace provides parents, students and staff 24/7 personnel case management, parent advocacy and availability support.

Care Solace's mission is to ensure all people, races, ages, genders, income levels and mental health or drug abuse issue finds the right help in seconds that is individualized to their exact need and situation. To enforce a strict vetted practice to ensure a community of care is ethical, safe and of the highest quality to serve. They believe in the constant monitoring of care to ensure parents, students and staff land in a safe haven of resources. CareSolace is a care navigation and coordination system that makes it simple and easy for anyone to get the right help in seconds.

K-8 Next Generation Science Standards Update

Kelly Morales, Facilitator provided the Board with an update on Next Generation Science Standards and the implementation in both elementary and middle school and also provide information on the two options, or course models for science instruction in grades 6-8.

Why NGGS?

- Prepare students to pursue career opportunities in science-related fields in the 21st century.
- Include critical thinking and communication skills needed for rapid advancements in science and technology
- Are written to address the science expectations of high performing countries to ensure our students can complete in the global economy.

What are the benefits of the grades 6-8 Integrated Course Model?

- Standards are based around unifying ideas and are bundled according to natural connections rather than being limited to disciplinary boundaries

- Teachers can address real world phenomena, ask questions, and seek answers to questions as they connect naturally and across disciplines
- Defined as “preferred” model by state of California-the Science Expert Panel concluded that the integrated model is most effective for optimizing student learning of NGSS
- High performing countries in the field of science use an integrated science model

Course Model Recommendation

Based on the feedback from science lead teachers, science math teachers and principals, it is recommended that the implementation of the Integrated Course model in grades 6-8 science be in the 2019-20 school year.

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

2018-19 Budget Presentation

Mr. Ruben Frutos, Assistant Superintendent-Business Services and Patricia Tu, Director-Fiscal Services provided the Board with information on the 2018-19 Budget.

Focus Areas:

2017-18 Estimated Actuals

- Continued decline in Enrollment and Attendance (ADA)
- Restricted fund expenses
- Fund Balance remains healthy

2018-19 Adopted Budget

- New funding closes the gap from 2017-18 funding levels
-100% gap closure in six years
-100% of the targeted funding levels in 2018-19
- 2.71% COLA and additional LCFF funding in 2018-19, for a total increase of 3.00% on the LCFF base grant targets

LCFF at Full Implementation – What’s Ahead

- Base grant funding will be equalized across all districts
- Supplemental & concentration grant funding will be determined by the District’s Unduplicated Pupil Percentage
- Annual growth in LCFF funding will be determined by (1) the change in LEA’s ADA, and (2) the statutory COLA
- The Minimum Proportionality Percentage (MPP) requirement becomes more stringent

State Revenues Up in May, But Below Year-to-Date Forecast

According to the Department of Finance’s (DOF) June *Finance Bulletin*, preliminary General Fund revenues for May were \$27 million above the 2018-19 May Revision forecast of \$7.903 billion. However, while personal income tax revenues continue to exceed expectations, sales and use tax, corporation tax, and other General Fund revenues are underperforming, resulting in year-to-date revenues falling \$65 million below the forecast of \$116.729 billion.

Additional Fiscal Components and Information

Health Benefits Costs – Projections

- Employer Health Care Costs Projected to increase 6% in 2019
- PwC’s Health Research Institute (HRI) released a publication regarding medical cost trends and projections for 2019 (used by

health insurances to set rates)
Economic Indicators – UCLA Forecast

- The U.S. economy will slow down, with the gross domestic product (GDP) growing at 3% in 2018, 2% in 2019, and 1% in 2020 as interest rates rise. Last week, economists with the UCLA Anderson Forecast reported that a tightening labor market, rising short-term and long-term interest rates, and higher inflation will slow economic growth in the coming years.

What's Next?

- The 2018-19 State Budget Act is approved
- LEA's have 45 days from the date of budget approval to adjust budgets
- Close the books for 2017-18
- Unaudited Actuals due to LACOE by September 15, 2018

The full version of the presentation can be viewed on the District website.

There were no changes to the Board meeting calendar.

BOARD MEETING CALENDAR

HEARING SECTION

There were no speakers during the hearing section

CONSENT ITEMS

0.228

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

Representatives to Athletic
Leagues for 2018-19
1.228

Approved Michael Ono, Principal, Alex Acosta, Athletic Director and Rachel Dominguez, Athletic Director as District representatives to athletic leagues for 2018-19.

Human Resources

Personnel Report
17-19
2.228

Accepted Personnel Report 17-19, as submitted. The report includes details, assignments, terminations, and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2017-18 State Budget Act and related legislation.

Educational Services

Consultant and Contract
Services
3.228

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

Memorandum of
Understanding with
Paramount Publishing
Company
3.228

Approved the Memorandum of Understanding with Paramount Publishing Company for the summer internship program for the 2018-19 school year.

Business Services

Purchase Order Report 17-19
4.228

Approved Purchase Order Report 17-19 authorizing the purchase of supplies, equipment, and services for the District.

6-25-18

Warrants for the Month of
May 2018
4.228

Approved warrants for all funds through May with a total of \$15,970,235.34.

Acceptance of Donations
4.228

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.

Consultant Services
4.228

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

ACTION ITEMS

General Services

Employment Contracts -
Assistant Superintendents
1.229

Trustee Peña moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the extension to employment contracts for Mr. Ruben Frutos, Assistant Superintendent- Business Services and Dr. Ryan Smith, Assistant Superintendent-Secondary Educational Services.

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

Alex Kajitani Consultant
Agreement
1.230

Trustee Cuellar moved, Trustee Anderson seconded and the motion carried 5-0 to approve the agreement with Alex Kajitani and authorize the Superintendent or designee to execute all necessary documents.

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

Human Resources

Public Hearing – Negotiated
Tentative Agreement
between Paramount Unified
School District and the
California School Employees
Association - Chapter 447,
Regarding Salary Increase
and Health & Welfare
Benefits for 2017-18 and
2018-19
2.231

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to hold a public hearing regarding tentative agreement, dated May 29, 2018, between the District and the California School Employees Association – Chapter 447, regarding a salary increase and health and welfare benefits for 2017-18 and 2018-19.

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

There were no speakers during the hearing section.

Trustee Garcia moved, Trustee Peña seconded, and the motion carried 5-0 to close the public hearing regarding tentative agreement, dated May 29, 2018, between the District and the California School Employees Association – Chapter 447, regarding a salary increase and health and welfare benefits for 2017-18 and 2018-19.

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

Approval of the Negotiated
Tentative Agreement
between Paramount Unified
School District and the
California School Employees
Association - Chapter 447,

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Tentative Agreement, dated May 29, 2018, between the District and the California School Employees Association – Chapter 447, regarding a salary increase and health and welfare benefits for 2017-18 and 2018-19.

Regarding Salary Increase and Health & Welfare Benefits for 2017-18 and 2018-19
2.232

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

Public Hearing – Salary Increase and Health & Welfare Benefits for 2017-18 and 2018-19 for Certificated & Classified Management and Confidential Employees
2.233

Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to hold a public hearing regarding the salary increase and health and welfare benefits for 2017-18 and 2018-19 for certificated and classified management and confidential employees.

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

There were no speakers during the hearing section.

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to close the public hearing regarding the salary increase and health and welfare benefits for 2017-18 and 2018-19 for certificated and classified management and confidential employees.

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

Approval of the Salary Increase and Health & Welfare Benefits for 2017-18 and 2018-19 for Certificated & Classified Management and Confidential Employees
2.234

Trustee Anderson moved, Trustee Peña moved and the motion carried 5-0 to approve the salary increase and health and welfare benefits for 2017-18 and 2018-19 for certificated and classified management and confidential employees.

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

Educational Services

Resolution 17-32, Local Agreement for Child Development Services for the California State Preschool Program, 2018-19
3.235

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to Adopt Resolution 17-32, the California State Preschool Contract for part-day preschool services provided at Collins, Gaines, Hollydale, Keppel, Mokler, Wirtz (Jackson), and Zamboni sites for the 2018-19 school year.

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

Nonpublic, Nonsectarian School/Agency Services Annual Master Contracts for Special Education Students, 2018-19 School Year
3.236

Trustee Garcia moved, Trustee Peña seconded, and the motion carried 5-0 to approve the Nonpublic, Nonsectarian School/Agency Services Annual Master Contracts for the placement of Special Education students in nonpublic schools, as determined by the students' Individual Education Plan for the 2018-19 school year.

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

Nonpublic School Placements for Special Education Students, 2018-19
3.237

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the funds for the placement of special education students in nonpublic schools, as determined by students' Individual Education Plans for the 2018-19 school year.

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

Consolidated Application for Funding Categorical Aid Programs

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve submission of the Consolidated Application for Funding Categorical Aid Programs to the California Department of

3.238	Education for the 2018-19 school year.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Local Control Accountability Plan Federal Addendum 3.239	Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the 2018 Local Control Accountability Plan Federal Addendum that describes educational services for students provided by federal funds as required by the Every Student Succeeds Act.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Memorandum of Understanding with Friends of the Los Angeles River 3.340	Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the Memorandum of Understanding with Friends of the Los Angeles River to provide interactive science lessons for all 1 st – 5 th grade students enrolled in summer school.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Updated Criteria for Reclassification of English Learners 3.341	Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the updated reclassification criteria for English Learners that aligns with California Department of Education guidelines.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Local Control Accountability Plan, 2018-2020 3.342	Trustee Anderson moved, Trustee Cuellar seconded, and the motion carried 5-0 to approve the Local Control Accountability Plan, 2018-2020 for submission to Los Angeles County Office of Education.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Grand Canyon Agreement 3.343	Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the agreement with Grand Canyon University to provide scholarships per academic school year to Paramount Unified School District graduates, parents, staff and their spouses.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Naviance Software Contract 3.344	Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the purchase of Naviance Software program for the 2018-19 school year.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Amended Memorandum of Understanding with Cerritos College for Site-bridging College Liaison 3.345	Trustee Cuellar moved, Trustee Peña seconded, and the motion carried 5-0 to approve the amended Memorandum of Understanding with Cerritos College to provide a College Site-bridging College Liaison at Buena Vista High School and Paramount High School for the 2018-19 school year.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña
Kaplan Professional Services Agreement 3.346	Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to approve the Kaplan Professional Services Agreement with Kaplan K12 Learning Services, LLC for the 2018-19 school year.
	Ayes: 5 – Trustees Anderson, Cuellar, Garcia, Hansen, Peña

Business Services

Estimated Actuals Financial Report for 2017-18 and the Proposed Budget for 2018-19
4.347

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to approve the Estimated Actuals Financial Report for 2017-18 and the Proposed Budget for 2018-19, and authorize submission to the County Superintendent of Schools. Authorize staff to make all budgeted transfers, as appropriate, throughout the year.

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

2017-18 Budget Adjustments as of May 31, 2018
4.348

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

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

Agreement for Services with CSM Consulting, Inc. for 2018-2019 and Submission of E-Rate Applications for 2018-19
4.349

Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the 2018-19 contract agreement with CSM Consulting, Inc. to provide services for E-Rate filings for all District schools, and authorize staff to submit the 2018-19 E-Rate applications, as appropriate, to meet all deadlines.

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

Resolution 17-33, the Education Protection Account
4.350

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to authorize staff to adopt Resolution 17-33, determining that all Education Protection Account funds shall be used to pay teacher salaries.

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

Modifications to Phase 1 Work at Odyssey STEM Academy
4.351

Trustee Garcia moved, Trustee Cuellar seconded, and the motion carried 5-0 to accept the modifications to Phase 1 work at Odyssey STEM Academy, and authorize the Superintendent or designee to review and execute all necessary documents for payment.

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

CONFERENCE ITEMS

Educational Services

Revised Board Policy 6146.4 – High School Graduation Requirements

The Board accepted for first reading proposed revised Board Policy 6146.4- High School Graduation Requirements.

Revised Board Policy 5132.62 – Tobacco

The Board accepted for first reading proposed revised Board Policy 5131.62 – Tobacco.

Revised Board Policy 4149 – Tobacco-Free Workplace

The Board accepted for first reading proposed revised Board Policy 4149 – Tobacco-Free Workplace.

INFORMATION ITEMS

Educational Services

Revised Administrative Regulation 5121 - Grades/Evaluation of Student Achievement

The Board received as information revised Administrative Regulation 5121 - Grades/Evaluation of Student Achievement

Williams Settlement Quarterly Uniform Complaint Summary

The Board received as information the required Williams Settlement Quarterly Uniform Complaint Summary for the fourth quarter April 1-June 30, 2018.

Business Services

Informational Item Presenting the Resolution for Bond Purchase Agreement

The Board received as information a preview and description of bond purchase documents which will be presented for approval at the July 16, 2018 Board meeting.

ANNOUNCEMENTS

President Hansen reported that the next Regular Meeting would be Monday, July 16, 2018 at 6:00 p.m. – Boardroom of the District Office.

Staff Employee Comments Per Government Code 54957

There were no staff/employee comments.

CLOSED SESSION

The Board adjourned to Closed Session at 7:48 p.m. to discuss, Conference with Legal Counsel-Anticipated Litigation, Public Employee Performance/Evaluation (Superintendent), Public Employee Discipline Dismissal Release.

OPEN SESSION

The Board reconvened to Regular Session at 9:15 p.m. President Hansen reported that they discussed Conference with Legal Counsel-Anticipated Litigation, Public Employee Performance/Evaluation (Superintendent), and Public Employee Discipline Dismissal Release.

ADJOURNMENT

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on June 25, 2018 at 9:16 p.m.

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

Ruth Pérez, Secretary
To the Board of Education

President

Vice President/Clerk

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: July 16, 2018
SUBJECT: Personnel Report 18-01

BACKGROUND INFORMATION:

Following is Personnel Report 18-01, which reports details of personnel assignments, employment and terminations.

POLICY/ISSUE:

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

FISCAL IMPACT:

As indicated in the following personnel report.

STAFF RECOMMENDATION:

Accept Personnel Report 18-01 as submitted. The report includes details, assignments, terminations and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2018-19 State Budget Act and related legislation.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.

CONSENT ITEM: 2.1-C

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u>				<u>ANNUAL</u>		
*Romero, Gabriela	Teacher Temporary	Collins	C-3	\$63,205 General Fund	08-20-18	06-30-19
*Rubio, Sandra	Teacher Temporary	Collins	C-7	\$71,136 General Fund	08-20-18	06-30-19
*Vazquez, Marcela	Teacher 45% Temporary	Educational Services	B-3	\$26,427 Non-Public Schools	08-20-18	06-30-19
*Ono, Kailyn	Teacher Temporary	Gaines	A-1	\$54,038 General Fund	08-17-18	06-30-19
*Chacon, Susana	Teacher Probationary	Gaines ECE**	Sch. P B-3	\$41,624 ECE	08-20-18	06-30-19
*Patel, Binal	Teacher Temporary	Jackson	A-1	\$54,038 General Fund	08-17-18	06-30-19
*Gonzalez, Celia	Teacher Temporary	Paramount Park	C-15	\$88,990 General Fund	08-20-18	06-30-19
*Ashenden, Alicia	Counselor	Paramount High-Senior	Sch. S C-5	\$94,791 Special Education/ General Fund	08-01-18	06-30-19
*Cuneo, Lynne	Teacher Temporary	Paramount High-Senior	C-5	\$70,008 General Fund	08-20-18	06-30-19
*Guild, Robert	Teacher Temporary	Paramount High-Senior		\$109,749 JROTC***	08-20-18	06-30-19
*Park, Charles	Teacher Temporary	Paramount High-Senior	B-3	\$58,727 General Fund	08-20-18	06-30-19
*Price, Samuel	Teacher Temporary	Paramount High-Senior	B-3	\$58,727 General Fund	08-20-18	06-30-19
*Rundblade, Rodney	Teacher Temporary	Paramount High-Senior		\$70,008 JROTC	08-20-18	06-30-19

*Ratification

**Early Childhood Education

***Junior Reserve Officer Training Corps

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u>						
continued						
*Ryan, Daniel	Teacher Temporary	Paramount High-Senior	C-5	<u>ANNUAL</u> \$65,417 General Fund	08-20-18	06-30-19
*Brayboy, Daniel	Teacher Temporary	Paramount High-West		\$76,068 JROTC**	08-20-18	06-30-19
*Rodriguez Gratelli, Claudia	Teacher Temporary	Zamboni	A-2	\$55,658 Special Education	08-20-18	06-30-19
Agedano, Jorge Salado, Jose	Substitute Teacher on-call, as needed	District		<u>DAILY</u> \$150 General Fund	08-20-18 08-20-18	
<u>ADDITIONAL ASSIGNMENT</u>						
*Cervantes, Fernando	Tutoring Services NTE 75 hrs.	Special Education		<u>HOURLY</u> \$38.00 Special Education	05-21-18	06-29-18
*Culhane, Danielle *Cuneo, Danielle *Griffith-Wu, Isela *Krawkower, Jenna *McHenry, Max *Mireles, Amalia *Reza, Randall *Sullivan, Karen *Tropiano, Jeanine	Paramount Presents Music and Art Show NTE 4 hrs. each	K-5 Schools & Innovative Programs		\$38.000 Arts, Music & PE Block Grant	05-02-18	
*McDonald, Kelsey	2018 Foster Youth Summit/Field Trip NTE 16 hrs.	Student Services		\$38.00 LCAP***	04-08-18	04-10-18

*Ratification

**Junior Reserve Officer Training Corps

***Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ADDITIONAL ASSIGNMENT</u> continued						
*Luatua, Isaac *Merickel, Alyx *Torres, Natalie *Verduzco, Liza *Wilson, D'Andre	Open House and School Activities NTE 2 hrs. each	Alondra		<u>HOURLY</u> \$38.00 LCAP**	03-29-18	06-08-18
*McCoy, Cinthia *Martin, Emily *Moncayo, Julia	After School & Saturday Intervention NTE 60 hrs.	Buena Vista		\$38.00 Title I	05-01-18	06-08-18
*Bakkers, Christine *Dary, Debra *Marin, Jesus *Wulkowicz, James	6 th Grade Orientation NTE 56 hrs.	Hollydale		\$38.00 LCAP	06-11-18	06-14-18
*Flores, Jose	Student Support NTE 5 hrs.	Hollydale		\$38.00 LCAP	06-05-18	06-07-18
*Sierra, Carlos	AVID Excel Program NTE 16 hrs.	Jackson		\$38.00 Title III	06-11-18	06-21-18
*Downs, Heather *Guggino, Cara *Kirkpatrick, Ryan *Rivera, Rodrigo *Young, Sheena	6 th Grade Orientation NTE 110 hrs.	Jackson		\$38.00 LCAP	06-11-18	06-21-18
*Diaz, Gracie *Zacarias, Verenise	After School Academic Tutoring NTE 15 hrs. each	Lincoln		\$38.00 Title I	05-01-18	05-31-18
*Galvan, Laura *Guevara, Maribel *Walker, Lanette	Academic Recognition to students in the Health Career Academy program NTE 16 hrs. each	Paramount High-Senior		\$38.00 LCAP	04-14-18	05-12-18

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>ADDITIONAL ASSIGNMENT</u> continued				<u>HOURLY</u>		
*Alba, Karina	Academic Intervention NTE 30 hrs.	Paramount High-West		\$38.00 LCAP**	06-13-18	06-28-18
*Lee, Iris	AVID Excel Program NTE 8 hrs.	Paramount Park		\$38.00 Title III	06-13-18	06-14-18
*Lee, Hannah	Preschool Assessments NTE 120 hrs.	Wirtz		\$38.00 Special Education	06-11-18	06-29-18
<u>SUMMER SCHOOL ASSIGNMENT</u>						
*Gomez, Maria	Home/Hospital	Special Education		\$38.00 Special Education	06-11-18	07-19-18
*Aiken Parker, Sara	Counselor NTE 5.5 hrs.	Special Education		\$38.00 Special Education/ LCAP	06-11-18	07-19-18
*Ruiz, Fatima					06-11-18	07-12-18
*Aparicio, Michelle	Teacher NTE 3.5 hrs. per day	Special Education		\$38.00 Special Education	06-11-18	07-12-18
*Barton, Amie						
*Bradley, Tawny						
*Caero, Gypsy						
*Gallardo, Aide						
*Gamez, Maria						
*Gard, Stephanie						
*Gonzalez, Rodolfo						
*Green, Felice						
*Hatch, Carrie						
*Holguin, Christopher						
*Lauro, Angela						
*Macias, Sandra						
*Manfredi, Giovanna						
*Marquez, Alejandra						

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u>						
<u>continued</u>						
*Medina, Elsa *Moreno, Margarita *Shaw, Veronica *Tryon, Toby *Tsutsui, Nadine	Teacher NTE 3.5 hrs. per day	Special Education		<u>HOURLY</u> \$38.00 Special Education	06-11-18	07-12-18
*Gomez, Maria *Luatua, Isaac	Teacher NTE 5.25 hrs. per day	Special Education		\$38.00 Special Education	06-11-18 06-11-18	07-12-18 07-19-18
*Alonso, Alex *Powell, Stephanie	Teacher NTE 4 hrs. per day	Adult Education		\$38.00 Special Education	06-11-18	07-12-18
*Cervantes, Fernando	Teacher NTE 3.5 hrs. per day	Buena Vista		\$38.00 Special Education	06-11-18	07-19-18
*Jackson, Joseph *Thomas, Katherine *Zuniga, Vicki	Teacher NTE 3.5 hrs, per day	Buena Vista		\$38.00 LCAP**	06-11-18	07-19-18
*Diaz, Daniel	Teacher NTE 6 hrs. per day	Community Day School		\$38.00 LCAP	06-11-18	07-19-18
*Brainard, Richard *Mejia, Marisol *Mora, Melissa *Ortiz, Emily *Slater, Dawna *Wilson, Genevieve	Teacher NTE 3.5 hrs. per day	Collins		\$38.00 LCAP	06-11-18	07-12-18

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u> continued						
*Beasley, Elba *Diaz, Gracie *Gilman, Kerri *Hazlewood, Mickie *Montiel, Miranda *Nunez, Cristina *Redd, Virginia *Rosa, Kenia *Soto, Christina *Tryon, Amada *Zepeda, Rosalba	Teacher NTE 3.5 hrs. per day	Lincoln		<u>HOURLY</u> \$38.00 LCAP**	06-11-18	07-12-18
*Breuklander, Tiffany *Carrillo, Elaine *Eakle, Casandra *Galvan, Erin *Garrett, Annie *Hudson, Lovie *MacNeil, Yolanda *Saenz-Torres, Gisela *Sanchez, Darek *Smith, Mallory *Stewart, Amie *Velis, Diana	Teacher NTE 3.5 hrs. per day	Los Cerritos		\$38.00 LCAP	06-11-18	07-12-18
*De La Paz, Diana *Esnaya, Brittany *Hritz, Karin *Morales, Benjamin *Tilney, Julie *Villasenor, Rafael	Teacher NTE 5.25 hrs. per day	Paramount High-Senior		\$38.00 Special Education	06-11-18	07-19-18

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u> continued						
*Espinoza, Brenda	Counselor NTE 72 hrs.	Paramount High-West		<u>HOURLY</u> \$38.00 LCAP**	06-11-18	07-19-18
*Arroyo, Janette *Cinotto, Lisa *Laws, Raymon	Teacher NTE 3 hrs. per day	Paramount High-West		\$38.00 Special Education	06-11-18	07-19-18
*Andrade, Enrique *Angulo, Daniel *Barragan, Juan *Becerra, Jorge *Borrayo, Christopher *Cerde, Jennifer *Gutierrez, Karina *Hampton, Brittany *Hernandez, Cynthia *Ledezma, Alicia *Ramirez, Jaime *Stewart, Amie *Taitano, Maria *Torres, Natalie *Van Eede, Heather *Vanoy, Ann Marie	Teacher NTE 5.25 hrs. per day	Paramount High-West		\$38.00 LCAP	06-11-18	07-19-18
*Alba, Karina *Caparal, Monica *De Leon, Elda *Goforth, Kimberly *Larkins, Joshua *Mendoza, Carolina *Ramos, Hector *Yeng, Sinatra *Yu, Grace	Teacher NTE 3 hrs. per day	Paramount High-West		\$38.00 LCAP	06-11-18	07-19-18

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u> continued						
*Kaing, Anita	Teacher NTE 48 hrs.	Wirtz		<u>HOURLY</u> \$38.00 LCAP**	06-11-18	07-12-18
<u>PER DIEM</u>						
*Del Toro, Maria	Preschool Assessments NTE 80 hrs.	Wirtz		\$65.92 Per Diem	06-18-18	06-29-18
<u>STIPEND</u>						
*Brennan, Marguerite	Student Council Advisor	Collins		<u>STIPEND</u> \$692 General Fund	09-01-17	06-07-18
*Guggino, Cara	Wrestling Coach	Jackson		\$172 LCAP	04-10-18	05-22-18
*Alba, Karina	Department Chair Science	Paramount High-Senior		\$2,913 State Lottery Revenue	08-14-17	06-08-18
*Bozorgzadeh, Sammaneh	Department Chair Language Arts	Paramount High-Senior		\$3,817 State Lottery Revenue	08-14-17	06-08-18
*Chaidez, Lorena	Department Chair Electives	Paramount High-Senior		\$2,124 State Lottery Revenue	08-14-17	06-08-18
*Cinotto, Lisa	Department Chair Special Education	Paramount High-Senior		\$1,750 State Lottery Revenue	08-14-17	06-08-18
*Grimes, Jeff	Department Chair Math	Paramount High-Senior		\$3,099 State Lottery Revenue	08-14-17	06-08-18
*Gray, Kelly	Department Chair Counseling	Paramount High-Senior		\$1,148 State Lottery Revenue	08-14-17	01-19-18
<u>STIPEND</u>						

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>continued</u> *Ramirez, Jaime	Department Chair Physical Education	Paramount High-Senior		\$1,750 State Lottery Revenue	08-14-17	06-08-18
*Ramirez, Sheryl	Department Chair Counseling	Paramount High-Senior		\$1,148 State Lottery Revenue	01-22-18	06-08-18
*Banks, Jason	Boys' Basketball	Zamboni		\$172 LCAP**	01-08-18	02-28-18
*Luna, Art	Girls' Basketball	Zamboni		\$172 LCAP	01-08-18	02-28-18
*Meko, Nicholas	Boys' Basketball	Zamboni		\$172 LCAP	01-08-18	02-28-18
*Reza, Randall	Girls' Basketball	Zamboni		\$172 LCAP	01-08-18	02-28-18
*Cunningham, Arthur	Boys' Wrestling	Zamboni		\$172 LCAP	03-01-18	06-01-18
*Fuller, Eric	Boys' Soccer	Zamboni		\$172 LCAP	03-01-18	06-01-18
*Luna, Art	Boys' Soccer	Zamboni		\$172 LCAP	03-01-18	06-01-18
*Martinez, Desiree	Girls' Soccer	Zamboni		\$172 LCAP	03-01-18	06-01-18
*Mendez, Rosemary	Girls' Soccer	Zamboni		\$172 LCAP	03-01-18	06-01-18
*Cunningham, Arthur	Site Athletic Coordinator	Zamboni		\$692 LCAP	09-01-17	06-01-18
*McPherson, Robin	Cheerleading	Zamboni		\$692 LCAP	09-01-17	06-01-18
*Ortiz, Julie	Cheerleading	Zamboni		\$692 LCAP	09-01-17	06-01-18

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
JULY 16, 2018
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>STIPEND</u> <u>continued</u>						
*Banks, Jason	Football	Zamboni		<u>STIPEND</u> \$172 LCAP**	09-01-17	12-08-17
*Banks, Jason	Boys' Volleyball	Zamboni		\$172 LCAP	09-01-17	12-08-17
*Luna, Art	Girls' Volleyball	Zamboni		\$172 LCAP	09-01-17	12-08-17
*Meko, Nicholas	Football	Zamboni		\$172 LCAP	09-01-17	12-08-17
*Stewart, Amie	Boys' Volleyball	Zamboni		\$172 LCAP	09-01-17	12-08-17

*Ratification

**Local Control Accountability Plan

**PERSONNEL REPORT 18-01
 JULY 16, 2018
 CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>LEAVE OF ABSENCE WITHOUT PAY</u> O'Donnell, Patrick	Teacher	Paramount High-Senior	Personal Per Ed Code 44801	07-01-18	06-30-19
<u>RESIGNATION</u> Meas, Molina	Teacher	Lincoln	Personal	06-08-18	

**PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u> *Robles, Claudia	Special Education Technician 8 hrs. per day/11 mo.	Special Education	121-I	<u>Monthly</u> \$3,434 Special Education	06-21-18	
<u>Promotion</u> *Venegas, Viviana	Executive Assistant – Confidential 8 hrs. per day/12 mo.	Business Services	372-V	<u>Monthly</u> \$5,962** General Fund	07-01-18	
<u>Short Term Extended School Year</u> *Butler, Gayle *Cano, Jasmine *Cuen, Christopher *Estrada, Jessica *Gomez, Deysi *Guerrero, Marissa *Habelitz, Ryan *Johnson, Khalilah *Nieves, Jasmine *Osuna, Daniel *Salazar, Yvette *Salinas, Graciela *Sanchez, Daniela *Sandoval, Maricela *Sibrian, Claudia *Sustaita, Maribel *Trinidad, Ada *Vidauri Millan, Abigail *Zubiri, Annel Jan *Budgett, Kelsie *Cabral, Margarita *Carrera Cruz, Michelle *Coleman, Ronald *Delgado, Jose *Flores, Genesis *Jimenez, Heather *Jones, Andrea *Martinez, Sandra *Ornelas, Rafael	Instructional Assistant – Sp. Ed. NTE 5.5 hrs. per day each	Special Education	112-I	<u>Hourly</u> \$15.47 Special Education	06-11-18	07-19-18
	Instructional Assistant – SE/SH NTE 5.5 hrs. per day each	Special Education	115-I	\$16.67 Special Education	06-11-18	07-19-18

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Short Term Extended School Year						
<u>continued</u>						
*Sibrian, Claudia *Smith, Maria *Sustaita, Maribel *Tapia Murillo, Elizabeth *Trinidad, Ada *Vidauri Millan, Abigail	Instructional Assistant – SE/SH NTE 5.5 hrs. per day each	Special Education	115-I	<u>Hourly</u> \$16.67 Special Education	06-11-18	07-19-18
Student Worker						
*Garcia, Claudia *Mora, Geovanny *Perez, Bethany *Rosales, Raymond *Tellez, Destiny *Zertuche, Kristyn	Student Worker NTE 24 hrs. per week each	K-5 School Support & Innovative Programs		<u>Hourly</u> \$11.00 General Fund	06-08-18	09-30-18
College Tutor						
*Gomez, Denise	College Tutor NTE 8 hrs.	Zamboni		<u>Hourly</u> \$11.50 LCAP**	06-08-18 only	
Summer Assignment						
*Camargo, Elizabeth *Deak, Stacey *Espinosa, Esther *Grace, Keelan *Leavenworth, Kyle *Magana, Debra *Martinez, Deborah *Medal Martinez, Rosa *Medina, Samantha *Mejia, Ashira *Neff, Julith *Nunez, Gliselda *Perez, Michael *Ravelo, Amy *Rios, Elizabeth	Instructional Assistant – Sp. Ed. NTE 5.5 hrs. per day each	Special Education	112-IV 412-VI 112-III 112-VI 112-III 412-VI 112-VI 112-V 112-IV 112-I 212-VI 212-VI 312-VI 112-VI 112-VI	<u>Hourly</u> \$18.40 \$20.32*** \$17.51 \$19.63 \$17.51 \$20.32*** \$19.63 \$19.34 \$18.40 \$15.86 \$20.09*** \$20.09*** \$20.20*** \$19.63 \$19.63 Special Education	06-11-18	07-19-18

* Ratification

** Local Control Accountability Plan

*** Includes Longevity and/or Professional Growth Increment

PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Rivera, Jose	Instructional Assistant – Sp. Ed. NTE 5.5 hrs. per day each	Special Education	112-III	<u>Hourly</u> \$17.51	06-11-18	07-19-18
*Robles, Viotleta			112-IV	18.40		
*Rodriguez, Noemi			112-II	16.66		
*Ruiz Samayoa, Anna			112-VI	19.63		
*Valero, Valmira			212-VI	20.09** Special Education		
*Espinosa, Esther	Instructional Assistant – SE/SH NTE 5.5 hrs. per day each	Special Education	115-III	\$18.86	06-11-18	07-19-18
*Martinez, Deborah			115-VI	\$21.12		
*Medal Martinez, Rosa			115-VI	\$21.12		
*Neff, Julith			215-VI	\$21.58**		
*Nunez, Gliselda			215-VI	\$21.58**		
*Robles, Violeta	115-IV	\$19.81 Special Education				
*Lozano, Maria	Instructional Assistant – Sp. Ed.	Special Education	112-I	\$15.86	06-12-18	06-30-18
*Magana, Debra			412-VI	\$20.32**	06-12-18	
*Salazar, Yvette			112-I	\$15.86 Special Education	06-11-18	
*Novelo Becerra, Cynthia	Occupational Therapist NTE 22 hrs.	Special Education	Sch. 2 9-V	\$42.05 Special Education	06-11-18	06-14-18
*Adams, Martha	Campus Security NTE 6 hrs. per day each	Operations	118-III	\$20.31	06-18-18	06-28-18
*Bas, Ron			118-VI	\$22.75 General Fund		
*Acosta, Sonia	Nutrition Services Worker NTE 3 hrs. per day each	Student Nutrition Services	109-VI	\$18.23	06-11-18	08-03-18
*Alarcon, Maria			209-VI	\$18.69**		
*Aleman, Eloisa			209-VI	\$18.69**		
*Balbalosa, Nina			409-VI	\$18.92**		
*Ballesteros-Rubio, Sarai			109-III	\$16.26		
*Becerra de Hernandez, Maria	109-VI	\$18.23 Student Nutrition Services***				

* Ratification

** Includes Longevity and/or Professional Growth Increment

*** Student Nutrition Services

PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment <u>continued</u>				Hourly		
*Bueno, Diana	Nutrition Services	Student	309-VI	\$18.80	06-11-18	08-03-18
*Casian, Maria	Worker	Nutrition	109-VI	\$18.23		
*Chavez, Bertha	NTE 3 hrs. per day	Services	309-VI	\$18.80**		
*Cordova, Aurie	each		109-III	\$16.26		
*Cota, Margarita			209-VI	\$18.69**		
*Cruz, Maria			209-VI	\$18.69**		
*De La Rosa, Ashley			109-I	\$14.73		
*Diaz-Reyes, Erika			109-I	\$14.73		
*Ekonomo-Carranza, Margarita			109-II	\$15.48		
*Enriquez, Nancy			209-VI	\$18.69**		
*Garcia, Elizabeth			109-IV	\$17.08		
*Garcia, Maria			109-II	\$15.48		
*Garcia, Susan			109-I	\$14.73		
*Gomez, Esli			109-VI	\$18.23		
*Guerrero, Angelica			109-VI	\$18.23		
*Gutierrez-Gomez, Marilis			109-II	\$15.48		
*Hernandez, Carmela			109-III	\$16.26		
*Hernandez, Petra			109-I	\$14.73		
*Howard, Emma			309-VI	\$18.80**		
*Ibarra, Marisol			109-II	\$15.48		
*Jimenez, Rosa			109-VI	\$18.23		
*Lizarraga, Heliodoro			109-I	\$14.73		
*Lockwood, Yanira			309-VI	\$18.80**		
*Macias, Magdalena			109-III	\$16.26		
*Maldonado, Lucia			109-VI	\$18.23		
*Mares, Brenda			109-VI	\$18.23		
*Martinez, Graciela			109-VI	\$18.23		
*Martinez, Manuela			309-VI	\$18.80**		
*Martinez, Rosalba			109-VI	\$18.23		
*Mendez, Erika			109-VI	\$18.23		
*Molina, Elsa			109-VI	\$18.23		
*Neal, Yvette			309-VI	\$18.80**		
*Nunez, Julia			209-VI	\$18.69**		
*Nunez-Barragan, Margarita			109-VI	\$18.23		
*Pozos, Maribel			209-VI	\$18.69**		
*Ramos, Lorena			209-VI	\$18.69**		
*Reyes, Guillermo			309-VI	\$18.80**		
*Rios, Martha			109-VI	\$18.23		
*Rivas, Elizabeth			309-VI	\$18.80**		
				SNS***		

* Ratification

** Includes Longevity and/or Professional Growth Increment

*** Student Nutrition Services

**PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Rodriguez, Andrea	Nutrition Services Worker NTE 3 hrs. per day each	Student Nutrition Services	209-VI	Hourly \$18.69**	06-11-18	08-03-18
*Rodriguez, Kathy			109-V	\$17.95		
*Rodriguez, Leticia			309-VI	\$18.80**		
*Salazar, Araceli			109-V	\$17.95		
*Salazar, Bobbie			109-II	\$15.48		
*Saldivar, Isela			109-VI	\$18.23		
*Sanchez de Fraire, Lilia			309-VI	18.80**		
*Silva-Castaneda, Liliana			109-VI	\$18.23		
*Toscano, Alicia			109-VI	\$18.23		
*Uribe, Rosalinda			109-VI	\$18.23		
*Valenzuela, Ramona			109-VI	\$18.23		
*Vega, Adriana			109-VI	\$18.23		
*Veliz, Rosenda			109-II	\$15.48		
*Yepez, Maribel			109-V	\$18.18**		
*Zamarripa, Maria			209-VI	\$18.69**		
*Zuniga, Deanna	109-V	\$17.95				
				SNS		
*Canela, Andrea	Nutrition Services Manager NTE 8 hrs. per day each	Student Nutrition Services	117-II	\$18.69	06-11-18	08-03-18
*Enriquez, Nancy			217-III	\$20.27**		
*Saldivar, Isela			117-III	\$19.81		
*Sandoval, Laura			317-III	\$20.39**		
*Silva-Castaneda, Liliana			117-III	\$19.81		
				SNS		
*Ballesteros-Rubio, Sarai	Senior Nutrition Services Worker NTE 8 hrs. per day each	Student Nutrition Services	111-III	\$17.08	06-11-18	08-03-18
*Ekonomo-Carranza, Margarita			111-II	\$16.26		
*Enriquez, Nancy			211-VI	\$19.60		
*Salazar, Bobbie			111-II	\$16.26		
*Vega, Adriana			111-VI	\$19.14		
				SNS		
*McKinney, Nichole	Technology Instructional Assistant NTE 2 hrs. per day	Alondra	118-VI	\$22.75 Special Education	06-11-18	06-28-18

* Ratification

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**PERSONNEL REPORT 18-01
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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment <u>continued</u>						
*Munoz, Veronica	Technology Instructional Assistant NTE 6 hrs. per day	Alondra	316-VI	Hourly \$23.33** EIA-LEP***	06-11-18	06-14-18
*Graham, Craig	Campus Security NTE 5 hrs. per day	Buena Vista	618-VI	\$23.67** LCAP	06-18-18	06-28-18
*Ramirez, Brenda	Technology Instructional Assistant NTE 4 hrs. per day	Collins	118-IV	\$21.33 LCAP	06-11-18	06-28-18
*Salado, Jose	Technology Instructional Assistant NTE 4 hrs. per day	Lincoln	118-IV	\$21.33 LCAP	06-11-18	06-28-18
*Menjivar, Edgar	Technology Instructional Assistant NTE 4 hrs. per day	Los Cerritos	118-IV	\$21.33 LCAP	06-11-18	06-28-18
*Ortega, Saidy	Technology Instructional Assistant NTE 7 hrs. per day	Paramount High-Senior	118-V	\$22.41 LCAP	06-11-18	06-28-18
*Acevedo, Jose	Technology Support Assistant NTE 75 hrs.	Paramount High-West	220-VI	\$24.36** LCAP	06-11-18	06-28-18
*Davila, Claudia	Technology Instructional Assistant NTE 75 hrs.	Paramount High-West	118-IV	\$21.33 LCAP	06-11-18	06-28-18
*Gomez, Daisy	Instructional Assistant – Sp. Ed.	Paramount High-West	112-VI	\$19.63	06-11-18	06-21-18
*Lemus, Beatriz			212-VI	\$20.09		
*Ravelo, Amy	NTE 15 hrs. per day each		112-VI	\$19.63 Special Education		

* Ratification

** Includes Longevity and/or Professional Growth Increment

*** Economic Impact Aid-Limited English Proficient

**PERSONNEL REPORT 18-01
JULY 16, 2018
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>Summer Assignment continued</u> *Vargas, Diana	Technology Instructional Assistant NTE 48 hrs.	Wirtz	118-I	<u>Hourly</u> \$18.40 LCAP	06-11-18	06-28-18
<u>WORKING OUT OF CLASSIFICATION</u> *Ortiz, Louie	Operations Supervisor NTE 8 hrs. per day	Operations	Sch. 2 409-I	<u>Monthly</u> \$6,757** Restricted Routine Maintenance	06-11-18	06-30-18

* Ratification

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PERSONNEL REPORT 18-01
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CLASSIFIED PERSONNEL

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>RESIGNATION</u>					
Luna, Irene	Instructional Assistant – Sp. Ed.	Collins	Personal	06-07-18	
Ashraf, Alina	Library Technician	Mokler	Personal	06-28-18	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Consultant and Contract Services

BACKGROUND INFORMATION:

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

The following specialized service is/are requested:

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
1	Pivot PC18-1952	Provide leadership coaching for three K-5 principals and three days of professional development for administrative assistants.	Educational Services Requested by: Deborah Stark	July 23, 2018 through June 28, 2019	Not to exceed \$31,000 from LCAP funds

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

As indicated above

STAFF RECOMMENDATION:

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

PREPARED BY:

Manuel San Miguel, Director – Student Services

CONSENT ITEM: 3.1-C

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership, and district leadership
- Goal 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Purchase Order Report 18-01

BACKGROUND INFORMATION:

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

2017/2018

1. Authorized Orders – Worker's Comp-Self Insurance fund	9,200.00
2. Ratified Orders – Deferred Maintenance	4,980.62
3. Authorized Orders – Deferred Maintenance	85,516.00
4. Ratified Orders – General Fund	6,547.92
5. Authorized Orders – General Fund	78,000.00
6. Authorized Orders – LCAP	11,944.75
Sub Total	\$ 196,189.29

7. Ratified Orders (Under \$1,500) 1,685.01

TOTAL OF ALL ORDERS \$ **197,874.30**

2018/2019

1. Authorized Orders – Building Fund I	93,925.41
2. Ratified Orders – Deferred Maintenance	3,632.00
3. Authorized Orders – Deferred Maintenance	57,162.00
4. Ratified Orders – General Fund	43,943.38
5. Authorized Orders – General Fund	36,670.83
6. Ratified Orders – LCAP	12,306.94
7. Authorized Orders – LCAP	1,341,506.31
Sub Total	\$ 1,589,146.87

8. Ratified Orders (Under \$1,500) 7,180.34

CONSENT ITEM: 4.1-C

TOTAL OF ALL ORDERS

\$ 1,596,327.21

POLICY/ISSUE:

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - Purchasing Procedures.

FISCAL IMPACT:

As indicated above.

STAFF RECOMMENDATION:

Approve Purchase Order Report 18-01 authorizing the purchase of supplies,

PREPARED BY:

Cindy DiPaola, Director-Operations

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

Goal 2: Create positive, supportive, and caring relationships between
all students, teachers, site leadership and District leadership

Paramount Unified School District

2017/2018

Purchase Orders To Be Ratified and Authorized

July 16, 2018

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
18-00132	ORTCO, INC.	Operations	Annual: wood chips (increase purchase order from \$5,000 to \$7,700)	\$2,700.00
18-02846	KITS FOR KIDZ	Student Services	School supplies for foster youth/homeless program	\$2,179.05
18-02852	DOWNEY UNIFIED SCHOOL DISTRICT	Special Education	Reimbursement of MTU costs	\$1,668.87
18-02857	EXECUTIVE ENVIRONMENTAL SERVICES CORP.	Operations	Environmental testing	\$78,000.00 *
010 - General Fund - LCAP				
18-02853	UNIVERSAL ASPHALT COMPANY	Paramount High School West	Asphalt walkway & re-stripe basketball court	\$11,944.75 *
140 - Deferred Maintenance Fund				
18-02806	ARETE DIGITAL IMAGING	Operations	Schools to Watch logo decals (2) (increase purchase order from \$2,600 to \$7,581)	\$4,980.62
18-02856	TAPIA LANDSCAPING	Operations	Alondra: field repairs	\$85,516.00 *
671 - Worker's Comp - Self Ins Fund				
18-02854	U. S. BANK	Operations	Annual: first aid supplies	\$9,200.00 *

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

Paramount Unified School District

2017/2018

Purchase Orders To Be Ratified and Authorized

July 16, 2018

PURCHASE ORDER SUMMARY BY FUND

13 Purchase orders for a total of \$197,874.30

010 - General Fund	To Be Authorized	\$78,000.00
	To Be Ratified Over \$1,500	\$6,547.92
	To Be Ratified Under \$1,500	\$1,575.31
	Fund Total	\$86,123.23
010 - General Fund - LCAP	To Be Authorized	\$11,944.75
	Fund Total	\$11,944.75
130 - Cafeteria Fund	To Be Ratified Under \$1,500	\$109.70
	Fund Total	\$109.70
140 - Deferred Maintenance Fund	To Be Authorized	\$85,516.00
	To Be Ratified Over \$1,500	\$4,980.62
	Fund Total	\$90,496.62
671 - Worker's Comp - Self Ins Fund	To Be Authorized	\$9,200.00
	Fund Total	\$9,200.00

Paramount Unified School District

2018/2019

Purchase Orders To Be Ratified and Authorized

July 16, 2018

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
19-00233	CARNEGIE LEARNING	Ed Services - K-8	Math solution program (Board adopted: 5/22/17)	\$3,829.63
19-00234	ATTAINMENT COMPANY, INC.	Ed Services - K-8	Instructional materials (230) (Board adopted: 4/9/14)	\$7,570.83 *
19-00235	ACSA FOUNDATION	Superintendents Office	Membership fees	\$1,525.00
19-00243	BELLFLOWER MUSIC CENTER	Paramount High School	Annual: instrument repairs	\$2,000.00
19-00244	ALBERTSON'S MARKET	Paramount High School	Annual: meeting supplies	\$2,500.00
19-00245	STAPLES	Paramount High School	Annual: online ordering	\$4,500.00
19-00246	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School	Annual: online ordering	\$4,500.00
19-00247	RIDDELL	Paramount High School	Annual: reconditioning of athletic equipment	\$14,000.00 *
19-00248	STAPLES	K-5 Schools & Innovative Programs	Annual: online ordering	\$4,900.00
19-00249	SOUTHWEST SCHOOL & OFFICE SUPPLY	Collins Elementary School	Annual: online ordering	\$4,565.00
19-00250	STAPLES	Collins Elementary School	Annual: online ordering	\$4,565.00
19-00251	SOUTHWEST SCHOOL & OFFICE SUPPLY	Gaines Elementary School	Annual: online ordering	\$5,000.00 *
19-00252	STAPLES	Gaines Elementary School	Annual: online ordering	\$5,000.00 *
19-00253	POSITIVE PROMOTIONS	Mokler Elementary School	Annual: online ordering	\$2,500.00
19-00254	SOUTHWEST SCHOOL & OFFICE SUPPLY	Jefferson Elementary School	Annual: online ordering	\$3,000.00
19-00255	STAPLES	Jefferson Elementary School	Annual: online ordering	\$3,000.00
19-00256	SCIENTIFIC LEARNING	Special Education	Online literacy support software licenses (15)	\$5,100.00 *
19-00270	SOUTHWEST SCHOOL & OFFICE SUPPLY	Jefferson Elementary School	Office supplies	\$2,558.75
010 - General Fund - LCAP				
19-00261	CDW GOVERNMENT LLC	Technology	Computer supplies	\$4,356.21
19-00262	MCGRAW-HILL/CONTEMPORARY	Ed Services - K-8	Paramount High School: Speech & Debate textbooks (70) (Board adopted: 6/11/18)	\$9,086.08 *
19-00264	HOUGHTON MIFFLIN HARCOURT	Ed Services - K-8	9-12: ELD instructional materials & training (Board adopted: 5/22/17)	\$22,642.38 *
19-00265	PEARSON EDUCATION	Ed Services - K-8	Paramount High School: Admin of Justice textbooks (35) (Board adopted: 1/8/18)	\$4,984.35
19-00266	WILEY PUBLISHING	Ed Services - K-8	Paramount High School: Baking & pastry textbooks (35) (Board adopted: 3/26/18)	\$2,966.38

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

Paramount Unified School District

2018/2019

Purchase Orders To Be Ratified and Authorized

July 16, 2018

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund - LCAP				
19-00267	CENGAGE LEARNING	Ed Services - K-8	Paramount High School: Financial Applications textbooks (200) (Board adopted: 4/23/18)	\$25,334.00 *
19-00268	PEARSON EDUCATION	Ed Services - K-8	Paramount High School: Computer science textbooks (70) (Board adopted: 2/26/18)	\$9,425.85 *
19-00278	KIS COMPUTER CENTER	Technology	Chromebook computers (devices) (4100)	\$1,275,018.00 *
19-00310	UNIVERSAL ASPHALT COMPANY	Paramount High School West	Asphalt walkway & re-stripe basketball court	\$11,944.75 *
140 - Deferred Maintenance Fund				
19-00236	3D CONCRETE	Paramount High School	Install concrete in front of marquee	\$19,660.00 *
19-00237	3D CONCRETE	Jefferson Elementary School	Install planter	\$25,550.00 *
19-00238	ALLWOOD	Paramount Park Middle School	Supply gates (2)	\$3,632.00
19-00239	ALLWOOD	Lincoln Elementary School	Supply cabinetry: office & reception area	\$11,952.00 *
211 - Building Fund - Measure I				
19-00224	SEERS LUMBER CO. INC.	Los Cerritos Elementary School	Window supplies	\$7,158.02 *
19-00225	REM CUSTOM BUILDERS INC.	Paramount High School	Replace windows in two story building	\$13,600.00 *
19-00226	REM CUSTOM BUILDERS INC.	Los Cerritos Elementary School	Replace windows in two story building	\$20,063.03 *
19-00227	SEERS LUMBER CO. INC.	Los Cerritos Elementary School	Window supplies	\$17,541.90 *
19-00228	SEERS LUMBER CO. INC.	Los Cerritos Elementary School	Window supplies	\$11,939.46 *
19-00229	REM CUSTOM BUILDERS INC.	Los Cerritos Elementary School	Replace windows rooms 34-40	\$11,200.00 *
19-00230	REM CUSTOM BUILDERS INC.	Lincoln Elementary School	Install firtex wall system	\$12,423.00 *

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

Paramount Unified School District

2018/2019

Purchase Orders To Be Ratified and Authorized

July 16, 2018

PURCHASE ORDER SUMMARY BY FUND

48 Purchase orders for a total of \$1,608,271.96

010 - General Fund	To Be Authorized	\$36,670.83
	To Be Ratified Over \$1,500	\$43,943.38
	To Be Ratified Under \$1,500	\$5,701.15
	Fund Total	\$86,315.36
010 - General Fund - LCAP	To Be Authorized	\$1,353,451.06
	To Be Ratified Over \$1,500	\$12,306.94
	To Be Ratified Under \$1,500	\$1,479.19
	Fund Total	\$1,367,237.19
140 - Deferred Maintenance Fund	To Be Authorized	\$57,162.00
	To Be Ratified Over \$1,500	\$3,632.00
	Fund Total	\$60,794.00
211 - Building Fund - Measure I	To Be Authorized	\$93,925.41
	Fund Total	\$93,925.41

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Warrants for the Month of June 2018

BACKGROUND INFORMATION

The following warrants were issued during the month of June:

FUNDS	REGISTER NO.		AMOUNT
<u>GENERAL FUND (01)</u>			
Certificated Salaries	C1K/R48	\$	8,952,310.68
Classified Salaries	151/176	\$	2,990,089.17
Commercial Warrants	24596376/24657128	\$	2,856,199.51
TOTAL GENERAL FUND		\$	<u>14,798,599.36</u>
<u>ADULT EDUCATION FUND (11)</u>			
Certificated Salaries	C1K/C5K	\$	143,556.41
Classified Salaries	E4V/H1W	\$	52,890.23
Commercial Warrants	24596376/24657128	\$	327,238.14
TOTAL ADULT EDUCATION FUND		\$	<u>523,684.78</u>
<u>CHILD DEVELOPMENT FUND (12)</u>			
Certificated Salaries	C1K/R48	\$	62,515.91
Classified Salaries	E4V/H1W	\$	63,880.37
Commercial Warrants	24596376/24657128	\$	13,388.56
TOTAL CHILD DEVELOPMENT FUND		\$	<u>139,784.84</u>
<u>CAFETERIA FUND (13)</u>			
Classified Salaries	E4V/H1W	\$	359,300.61
Commercial Warrants	24596376/24657128	\$	389,342.06
TOTAL CAFETERIA FUND		\$	<u>748,642.67</u>
<u>DEFERRED MAINTENANCE FUND (14)</u>			
Classified	E4V/157	\$	18,793.83
Commercial Warrants	24596376/24657128	\$	95,430.05
TOTAL CHILD DEVELOPMENT FUND		\$	<u>114,223.88</u>

CONSENT ITEM: 4.2-C

BUILDING (BOND) FUND (21)

Commercial Warrants	24596376/24657128	\$	102,262.23
TOTAL BUILDING (BOND) FUND		\$	<u>102,262.23</u>

MEASURE I (BOND) FUND (21.1)

Commercial Warrants	24596376/24657128	\$	1,254,992.30
TOTAL BUILDING (BOND) FUND		\$	<u>1,254,992.30</u>

CAPITAL FACILITIES FUND (25)

Certificated Salaries	C1K	\$	6,001.75
Classified Salaries	E4V	\$	440.06
Commercial Warrants	24596376/24657128	\$	2.00
TOTAL CAPITAL FACILITIES FUND		\$	<u>6,443.81</u>

SCHOOL FACILITIES FUND (35)

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

SELF-INSURANCE FUND - H & W (67.0)

Commercial Warrants	24596376/24657128	\$	27,648.20
TOTAL SELF-INSURANCE FUND - H & W		\$	<u>27,648.20</u>

SELF-INSURANCE FUND - Workers' Comp (67.1)

Commercial Warrants	24596376/24657128	\$	0.00
TOTAL SELF-INSURANCE FUND - Workers' Comp		\$	<u>0.00</u>

SELF-INSURANCE FUND - Early Retirees (67.2)

Commercial Warrants	24596376/24657128	\$	4,919.02
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	<u>4,919.02</u>

REVOLVING CASH FUND

Commercial Warrants	10257/10307	\$	14,574.46
TOTAL REVOLVING CASH FUND		\$	<u>14,574.46</u>

TOTAL WARRANTS ALL FUNDS

\$ 17,735,775.55

POLICY/ISSUE:

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

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Approve warrants for all funds through June with a total of \$17,735,775.55

PREPARED BY:

Patricia Tu, Director of Fiscal Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers , site leadership, and District leadership

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 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 totaling \$1,161.60 from Lifetouch National School Studios. This donation will be designated for the students of Hollydale School to support student academic achievement.
2. The District received a donation totaling \$30.00 from Wells Fargo Foundation Educational Matching Gifts Program. This donation will be designated for the students of Hollydale School to support student academic achievement.
3. The District received a donation of totaling \$1,000.00 from Weber Metals, Inc. This donation will be designated for the 2018 Employees-of-the-Year Awards.
4. The District received a donation of totaling \$100.00 from Dealey, Renton & Associates Insurance Brokers. This donation will be designated for the students of Abraham Lincoln Elementary School to support student academic achievement.
5. The District received a donation totaling \$734.21 from Lifetouch National School Studios. This donation will be designated for the students of Theodore Roosevelt Elementary School to support student academic achievement.
6. The District received a donation totaling \$74.00 from 18 AAE Group LLC – Yogurtland/Paramount. This donation will be designated for the students of Theodore Roosevelt Elementary School to support student academic achievement.

CONSENT ITEM: 4.3-C

7. The District received a donation totaling \$172.00 from Child Related Research Inc. This donation will be designated for the students of Theodore Roosevelt Elementary School to support student academic achievement.
8. The District received a donation totaling \$50.00 from Myrna Morales in honor of Joan Staniswalis. This donation will be designated for the Adult Transition Program.

For the current 2018-19 fiscal year through July 16, 2018, the District has received an estimated total, which includes the above amounts, of \$3,321.85 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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

Paramount Unified School District

TO: Board of Education
FROM: Ruth Pérez, Superintendent
DATE: July 16, 2018
SUBJECT: Resolution 18-01, 2018-19 Board Memberships

BACKGROUND INFORMATION:

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

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

POLICY/ISSUE:

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

FISCAL IMPACT:

\$24,000 approximately from Board of Education funds.

STAFF RECOMMENDATION:

Adopt Resolution 18-01 authorizing memberships in associations and organizations for the Board of Education members for the 2018-19 school year.

PREPARED BY:

Ruth Pérez, Superintendent

STRATEGIC PLAN AND FOCUS AREA GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership, and district leadership

Focus Area 4: Parent and Community Partnerships

- Goal 2: Expand community outreach efforts and increase opportunities for involvement
- Goal 4: Establish and maintain meaningful, regular, and open two-way communication with all stake-holders

ACTION ITEM: 1.1-A

PARAMOUNT UNIFIED SCHOOL DISTRICT

RESOLUTION 18-01

2018-19 MEMBERSHIPS

BE IT RESOLVED that the Board of Education of the Paramount Unified School District does hereby authorize individual memberships for the Board of Education for the 2018-19 school year (July 1, 2018 - June 30, 2019) for said District in the following:

California School Boards Association (includes Delegate Assembly)

Los Angeles County School Trustees Association

We hereby certify that the above is a true copy of Resolution 18-01 adopted by the Board of Education of the Paramount Unified School District at its Regular Meeting held on July 16, 2018.

Ruth Pérez, Ed.D.
Superintendent

Paramount Unified School District

TO: Board of Education
FROM: Ruth Pérez, Superintendent
DATE: July 16, 2018
SUBJECT: 2018-19 Compensation for Board of Education Members

BACKGROUND INFORMATION:

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

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

POLICY/ISSUE:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Approve compensation per Education Code Section 35120 for the Board of Education members for the 2018-19 school year.

PREPARED BY:

Ruth Pérez, Superintendent

STRATEGIC PLAN AND FOCUS AREA GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive

Focus Area 4: Parent and Community Partnerships

- Goal 4: Establish and maintain meaningful, regular, and open two-way Communication with all stake-holders

ACTION ITEM: 1.2-A

Paramount Unified School District

TO: Board of Education
FROM: Ruth Pérez, Superintendent
DATE: July 16, 2018
SUBJECT: Resolution 18-02, Board Member Compensation for Absence Due to Illness

BACKGROUND INFORMATION:

Education Code Section 35120 (c) stipulates that a Board member may be paid when the member is absent due to illness. Resolution 18-02 authorizes the compensation for a maximum of two Board meetings per calendar year when the member of the Paramount Unified School District Board of Education cannot attend the meetings due to illness.

POLICY/ISSUE:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 18-02 authorizing the compensation of a Board of Education member for a maximum of two Board meetings per calendar year when the member cannot attend the meetings due to illness.

PREPARED BY:

Ruth Pérez, Superintendent

STRATEGIC PLAN AND FOCUS AREA GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive

Focus Area 4: Parent and Community Partnerships

- Goal 4: Establish and maintain meaningful, regular, and open two-way Communication with all stake-holders

ACTION ITEM: 1.3-A

PARAMOUNT UNIFIED SCHOOL DISTRICT

RESOLUTION 18-02

Resolution Authorizing Board Member Compensation For Absence Due to Illness

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

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

We hereby certify that the above is a true copy of Resolution 18-02 adopted by the Board of Education of the Paramount Unified School District at its Regular Meeting held on July 16, 2018.

Ruth Pérez, Ed.D.
Superintendent

Paramount Unified School District

TO: Board of Education
FROM: Ruth Pérez, Superintendent
DATE: July 16, 2018
SUBJECT: Employment Agreement between Paramount Unified School District and Dr. Ruth Pérez

BACKGROUND INFORMATION:

It is the wishes of the Board of Education to extend Superintendent Dr. Pérez's employment agreement by an additional year, making for a new expiration date of June 30, 2021.

POLICY/ISSUE:

Board Policy 4300 – Management Positions/Management Team
Board Bylaw 9000 – Role of the Board and Members (Powers, Purposes, Duties)

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the extension to employment agreement between Paramount Unified School District and Superintendent Dr. Ruth Pérez to reflect a new expiration date of June 30, 2021.

PREPARED BY:

Ruth Pérez, Superintendent

STRATEGIC PLAN AND FOCUS AREA GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership, and district leadership

Focus Area 4: Parent and Community Partnerships

- Goal 2: Expand community outreach efforts and increase opportunities for involvement

ACTION ITEM: 1.4-A

EMPLOYMENT AGREEMENT

This Agreement is made by and between the Paramount Unified School District (“District”), located in the County of Los Angeles, State of California, acting through its Board of Education (“Board”), and Dr. Ruth Pérez (“Superintendent”), and is made with reference to the following facts:

RECITALS

A. It is the mutual desire of the Superintendent and Board to establish a working relationship based on a spirit of cooperation and teamwork, which recognizes the Board’s responsibility for formation and adoption of policies, and the Superintendent’s responsibility for administration of the school system as delegated by the Board.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Terms of Employment Agreement:

The term of employment of the Superintendent pursuant to this Agreement shall commence on July 1, 2017, and continuing thereafter to June 30 of the year 2021.

2. Duties:

The Superintendent shall serve as chief executive officer, secretary of the Board, and as chief administrative officer of the District, and shall have primary responsibility for execution of Board policy. The Superintendent shall have the right to attend all Board meetings, including closed sessions (except as subject to applicable provisions of Education Code) and all Board and citizen committee meetings; serve as an ex officio member of all Board committees; and provide administrative recommendations on each item of business considered by each of these groups. In addition, the Superintendent will perform such further duties as shall be assigned or required of her by the Board; provided, however, such additional duties shall be in character and consistent with the position of Superintendent of Schools.

The Superintendent shall have reasonable discretion to organize, reorganize, and arrange the supervisory and administrative staff, including instruction, personnel, and business affairs, subject to review by the Board and within the educational needs of the District.

The responsibility for selection, dismissal, promotion, and demotion of personnel shall be vested in the Superintendent, subject to the approval of the Board. In the event the Board does not approve a recommendation of the Superintendent involving personnel, the Superintendent shall submit another recommendation to the Board within a reasonable time. The Board will not act on such personnel matters except on the recommendation of the Superintendent.

The Superintendent will consult with the Board prior to effecting administrative transfers and reassignments. The responsibility for assignment of personnel to school sites, within school sites, and transfers among school sites, is delegated to the Superintendent. The Board, individually and collectively, will promptly refer all criticism, complaints, and suggestions brought to its attention to the Superintendent for her information or for study and recommendation when appropriate.

3. Salary:

a. The base salary for the Superintendent shall be set by the Superintendent's salary schedule adopted by the Board and, by this reference, is made an integral part of this Agreement. The base salary shall be payable in twelve (12) equal monthly installments per year.

b. The Governing Board shall review the Superintendent's salary as part of the annual performance evaluation process and reserves the right to increase or decrease the annual salary rate for any or all years of this Agreement with the mutual consent of the Superintendent, provided that the annual salary shall not decrease unless the salary rate of the majority of other certificated employees has been adjusted downward, in which event the Board shall have the right to adjust the Superintendent's salary downward in a like or equal percentage. Should the Board exercise this right, no such decrease shall be made retroactive. It is further provided that increasing or decreasing the salary shall not be considered as extending or creating a new Agreement.

4. Health Benefits:

Benefit Plans.

The Superintendent shall be entitled to all health and welfare benefits applicable to certificated twelve (12) month management employees as are incident to their employment relationship with the District, including major medical, dental, vision, and life insurance. The District shall contribute the sum of Fourteen Thousand One Hundred Forty-Four Dollars (\$14,144) per year toward the cost of said benefits. Should the aggregate cost of these benefits exceed the District's contribution and should other management employees be required to contribute toward the cost of providing these health and welfare benefits, the Superintendent will also be responsible for contributing the difference if she wishes to maintain coverage under all insurance plans. Should the District increase the amount of contribution for health and welfare benefits for 12-month management employees, the contribution for the Superintendent's health and welfare benefits shall increase by an equal amount.

5. Sick Leave and Disability:

The Superintendent shall accrue sick leave in accordance with Governing Board policies for certificated management and disability leave pursuant to statute.

6. Car Expense Reimbursement:

The Superintendent shall be reimbursed at the approved IRS mileage reimbursement rate which, from time to time, may change during the term of this agreement. The Superintendent agrees to maintain in force, at all times during the term of this Agreement, a policy or policies of insurance providing coverage for liability against bodily injury with limits of not less than three hundred thousand dollars (\$300,000.00) per person, five hundred thousand dollars (\$500,000.00) per occurrence, and coverage for property damage of not less than one hundred thousand dollars (\$100,000.00) for each accident. All costs of vehicle operation, maintenance, and insurance shall be paid by the Superintendent.

7. Technology Equipment, Professional Meetings and Membership Fees:

a. Cell Phone and Laptop.

The District shall provide to Superintendent a cell phone and laptop paid for by the District for her use, including the expense associated with cell phone and internet services.

b. Membership Dues and Fees.

The Superintendent shall attend appropriate professional and civic meetings at local, state, and national levels. The expense of annual membership dues or fees in local, state, and national professional and civic organizations shall be paid by the District and shall include, at a minimum, ACSA, AASA, CALSA, Paramount Rotary, and any other organization approved by the Board.

c. Expense Reimbursement.

The District shall reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent while performing her duties and obligations as the Superintendent. Prior approval of the Board shall be obtained whenever expenses for attendance at out-of-state meetings are to be paid by the District. All requests for reimbursements must be accompanied by supporting receipts or vouchers.

8. Work Year and Vacation:

The Superintendent shall be required to render two hundred twenty three (223) days of full and regular services during each year of this Agreement, excluding vacation days. The Superintendent shall be entitled to twenty-four (24) days of annual vacation with full pay and shall also be entitled to such holidays offered other certificated twelve (12) month management employees.

The Superintendent may carry over to the following contract year up to twenty (20) days of vacation. If the Superintendent has more than twenty (20) days of accumulated vacation days by the end of a contract year, then the Superintendent shall be paid the difference between days accumulated and the number of days she is permitted to carry over by the terms of this Agreement. In no event shall the Superintendent have more than forty-four (44) days of accumulated and accrued vacation days at any given time.

The District strongly urges the Superintendent to take all the vacation allotted to her each year. Hence, even though it is the understanding of the parties that the Superintendent shall be compensated for any unused vacation upon her separation from the District and that the provisions of this Agreement allow for accumulation of vacation days, the parties agree that it is not the intent of these provisions to permit a situation where a large payout of unused vacation days must be made at the end of this Agreement.

The Superintendent shall submit a vacation schedule to the Board President prior to taking vacation.

9. Outside Professional Activities:

The Superintendent shall provide exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided by law. Notwithstanding this provision, the Superintendent may undertake consultative professional work, engage in speaking, writing, lecturing, or other professional undertakings, either with or without compensation, provided such activities do not, in the exclusive judgment of the Governing Board, interfere with or conflict with the Superintendent's performance of her duties under this Agreement. The Superintendent may retain any income which may be derived therefrom. Any such activities which are productive of income to the Superintendent shall be done on her own time, and shall not be done during her regular working hours for the District under this Agreement.

10. Performance Evaluation and Appraisal:

The Board shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships, including the performance of the Board and the Superintendent. One such occasion shall be as part of an annual evaluation, which shall occur no later than June 30th of each year. All such discussions and evaluations shall be confidential. For purposes of evaluation, the Superintendent and the Board shall meet within sixty (60) days of July 1 of each calendar year for the purpose of developing mutual goals and objectives for the Superintendent's performance. Within thirty (30) days of the development of such goals and objectives, the Superintendent will provide an evaluation-monitoring calendar and an evaluation format. Before the end of the calendar year, Superintendent and Board shall meet for the purpose of discussing progress toward meeting the annual goals and objectives set for the school year. The Board shall provide Superintendent with constructive feedback no later than January 15 of each year.

The annual evaluation of the Superintendent by the Board, which shall occur on or before June 30th of each year, shall be in writing and shall have, as its primary purpose, the improvement of performance. In order to avoid differences in interpretation, the Superintendent may request written clarification. All recommendations for improvement shall be given to the Superintendent in writing, be reasonable, be on a timely basis, and shall provide adequate time for improvement. In the event the Board fails to complete the evaluation of the Superintendent by June 30th of any year of the Agreement, the terms of this Agreement shall be extended by one additional year. Failure to notify the Board of

its obligation to evaluate the Superintendent shall be deemed a material breach of the Agreement by the Superintendent.

11. Hold Harmless Clause:

The District agrees that it shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of her employment and excluding criminal litigation. The District shall provide liability insurance coverage to the Superintendent, as such liability coverage is within the authority of the Board to provide under state law. In no case will individual Board members be considered personally liable to indemnify the Superintendent against such demands, claims, suits, actions, and legal proceedings. Nothing herein shall require, nor prohibit, the District to pay punitive or exemplary damages. Professional liability and errors and omissions insurance coverage with limits of at least \$1,000,000 per occurrence shall be provided the Superintendent by the Board.

Any cash settlement paid to the employee at the time of termination of this contract shall be reimbursed in full by the employee if she is convicted of a crime involving abuse of office or position. (Government Code § 53243.2.)

This Agreement does not provide for any paid leave of absence or for payment of a legal defense if the Superintendent is charged by criminal complaint, information, or indictment for commission of any crime. If the Superintendent is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position, Superintendent shall reimburse the District for all salary paid during such leave and also reimburse the District for any costs of legal defense. (Government Code sections 53243, 53243.1, and 53243.3.)

12. Medical Examination:

The Superintendent agrees to have a comprehensive medical examination by a physician of her choice at the end of the first year of this Agreement, and each year thereafter, unless otherwise authorized or directed by the Governing Board. A statement certifying the physical fitness of the Superintendent to carry out the duties of the Superintendent position shall be filed with the President of the Board and will be treated as confidential information by the Board. Cost of said examination shall be borne by the District.

13. Changes in or Termination of Agreement:

a. 90-Day Notice.

This Agreement may be changed or terminated by mutual consent of the parties in the manner provided for in Education Code Section 35031; provided, however, that the party seeking such change or termination shall give no less than ninety (90) days written notice to the other party.

b. Amendment to Agreement.

Amendments may be added to this Agreement by the mutual consent of the Superintendent and Governing Board at any time during the term of this Agreement, provided any such amendment is reduced to writing and signed by both parties.

c. Notice to Board of Seeking Other Employment.

Should the Superintendent voluntarily seek employment elsewhere during the term of this Agreement, she shall indicate to the President of the Governing Board her intentions to do so and the reasons for taking this action before application for the employment is made.

d. Failure to Provide Notice.

Failure to follow the procedures set forth in Paragraph 13.c. (above) shall be deemed to constitute a material breach of this Agreement by the Superintendent, and the Board may, upon one hundred twenty (120) days' written notification, terminate this Agreement accordingly.

e. Inability to Serve.

Should the Superintendent be unable to serve in her position due to a physical and/or mental condition, verified in writing by a licensed physician designated by the District, this Agreement shall be terminated by the Governing Board after expiration of all illness leave entitlements as provided by statute and Board policies.

f. Termination Without Cause.

Notwithstanding any other provision of this Agreement, the Board, in its discretion and upon giving ninety (90) days' notice, shall have the option to terminate this Agreement effective as of July 31 of any year. If the Board exercises the option to terminate this Agreement, it shall continue to pay the Superintendent her salary for up to twelve (12) months or for the remaining months left on the Agreement, whichever is less, after the effective date of termination, in the same manner she would have been compensated if employed. Notwithstanding the foregoing provision, all such payments under this provision shall cease as of the date the Superintendent commences comparable employment. "Comparable employment" shall mean a position of substantially equal responsibility and compensation in the field of educational administration.

Pursuant to Government Code Section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the monthly period by which any cash settlement is measured, as described in paragraph 13.f. above. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

g. Termination for Cause.

The Board may terminate this Agreement for cause upon material breach, or upon any of the grounds enumerated in Education Code section 44932. Should the Board terminate this Agreement for cause, it shall first provide the Superintendent with a written statement of charges, citing the factual incidents and any legal grounds upon which the termination is based, together with any documentation relied upon by the Board in support of the charges. The Superintendent shall be given a reasonable opportunity to review the charges prior to meeting with the Board in closed session, at which time the Superintendent shall have the opportunity to request clarification of the Board's position, and to respond to the charges. Following the meeting, the Board shall provide Superintendent with its written decision, including the termination of the Superintendent's employment with the District.

14. Compliance with Law and Severability Clause:

This Agreement is subject to: (1) all applicable laws of the State of California; (2) the rules and regulations of the State Board of Education; and (3) the rules and regulations of the District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of the Agreement, as though fully set forth herein. Reference to code sections in this Agreement are references to sections in force at the time the Agreement was signed and to successor sections covering the same statutory issues or to sections which may subsequently amend the section referred to herein.

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

The Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

Execution of this Employment Agreement was authorized by Board action at the regular meeting of the Board of Education of the Paramount Unified School District held on _____, 2018, for a term beginning July 1, 2018, and ending June 30, 2021.

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In witness herein, we affix our signatures to this Agreement on the — day of _____ 2018, as the full and complete understanding of the relationships between the parties hereto.

**FOR THE GOVERNING BOARD OF THE
PARAMOUNT UNIFIED SCHOOL DISTRICT**

By: _____
Vivian Hansen, President

By: _____
Sonya Cuellar, Vice President

By: _____
Alicia Anderson, Member

By: _____
Linda Garcia, Member

By: _____
Tony Peña, Member

I hereby accept this Offer of Employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of the Superintendent of the Paramount Unified School District.

Date of Acceptance

Dr. Ruth Pérez
Superintendent of Schools

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: July 16, 2018
SUBJECT: Student Field Placement Agreement with California State University, Long Beach

BACKGROUND INFORMATION:

Periodically, the District enters into agreements with accredited universities and colleges to provide fieldwork placement or clinical experience for students enrolled in such institutions. California State University, Long Beach has requested that the District participate in such an agreement. The agreement, if approved, would commence July 17, 2018. Either party may terminate this agreement upon forty-five (45) days written notice.

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

POLICY/ISSUE:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the agreement with California State University, Long Beach for participation in fieldwork experience.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.

ACTION ITEM: 2.1-A



STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Paramount Unified School District ("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Exhibit A – Social Work Program Protocol, consisting of two (2) pages

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall be operative from date of full execution until terminated. Either Party may terminate this agreement upon forty-five (45) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their education experience until that student completes their placement work.
- B. **Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.
- Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.
- D. **Insurance**
1. Each party shall maintain general and professional liability insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 each occurrence and \$3,000,000 general aggregate.
 2. Students shall maintain general and professional liability, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 for each occurrence and \$4,000,000 general aggregate.
 3. Workers' compensation insurance coverage for students shall be provided by Facility.
- E. **Confidentiality of Student Records** - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. **Confidentiality of Medical Records (HIPAA)** - All of Facility's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. Solely for the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

In the course of Clinical Training at Facility, Students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students will be

required to participate in training related to the HIPAA Privacy and Security Rules and Facility's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Facility under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between School and Facility.

- G. Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- H. Services Responsibility**- Facility retains professional and administrative responsibility for services rendered at the Facility.
- I. Student Safety and Personal Risk**- Facility shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. Assignments** - This Agreement is not assignable in whole or in part.
- K. Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- L. Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the Facility.
- N. Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, sexual orientation/gender identity, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- O. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Authority** - Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

University:

California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Facility: Paramount Unified School District

(please write the complete legal name of the entity)

15110 California Ave
Paramount, CA 90723

Phone Number

Email

Authorized Signature

Date

Name and Title

Authorized Signature

Date

Print Name and Title

SPECIFIC PROTOCOL
SOCIAL WORK
Student Field Placement Agreement
Exhibit A

The California State University Long Beach (University) Graduate/Undergraduate Social Work Major is approved by the California State University (CSU) Trustees and accredited by the Council on Social Work Education.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's School of Social Work use the Facility for fieldwork experience.

At all times during operation of this contract the intern will be in a student-educational institutional relationship and not considered to be an employee or agent of either University or Facility.

I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph "II. A" below to receive social work field education experience at the Facility and shall permit such students and University social work instructors free access to appropriate social work facilities for such clinical social work fieldwork experience.
- B. Furnish appropriate facilities, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- D. Assure that staff is adequate in number and quality to ensure safe and continuous client services to individuals. Facility shall maintain sole responsibility and accountability for services to children and families.
- E. Permit the Facility's social work director and other designated personnel to attend University social work faculty meetings, or any committee thereof, to coordinate the fieldwork experience program provided for under this Agreement.
- F. Have the right, after consultation with University, to refuse to accept for further fieldwork experience any University student who in the Facility's judgment is not participating satisfactorily in said program.
- G. Notify University social work instructors of any change in the Facility's social work director/management appointments.

- H. Provide emergency first aid or treatment as required in connection with any injury or illness incurred by a student during performance of his/her training.

II. UNIVERSITY SHALL:

- A. Designate enrolled University social work students for social work experience at the Facility, in such numbers as are mutually agreed to by both parties.
- B. Work with Facility to establish a rotation plan for the various types of social work experience.
- C. Keep all academic records of students participating in said program.
- D. Be responsible for student professional activities and conduct while in the Facility.
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.
- F. Require University's social work instructors to notify Facility's director in advance of:
 - 1. Student social work schedules.
 - 2. Placement of students in fieldwork assignments.
 - 3. Changes in fieldwork assignments.
- G. In consultation and coordination with the Facility's social work director and social work staff, plan for the fieldwork experience to be provided to students under this Agreement.
- H. In consultation and coordination with the Facility's social work director arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.
- I. Provide for orientation of students and faculty assigned to Facility.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: July 16, 2018
SUBJECT: Internship Agreement with Loyola Marymount University

BACKGROUND INFORMATION:

Periodically, the District enters into internship program agreements with accredited universities and colleges to provide practice teaching for students enrolled in the intern credential program of such institutions. Loyola Marymount University has requested that the District participate in such an agreement, commencing July 17, 2018 through June 2021.

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

POLICY/ISSUE:

Board Policy 4122.1 – Teacher Internship

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the agreement with Loyola Marymount University for participation in the internship program.

PREPARED BY:

Myrna Morales, Assistant Superintendent-Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.

ACTION ITEM: 2.2-A

Loyola Marymount University
Teacher Education Intern Credential Program
*[Multiple, Single Subject, Education Specialist (mild/moderate),
Administrative Services Credentials and Bilingual Authorization]*
and
Paramount Unified School District
Participating School District Intern Agreement
Memo of Understanding

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services and BCLAD Emphasis Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing need for qualified teachers. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services, and BCLAD Emphasis Credentials teachers in the participating district.

The University and the School District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their education credential internship in the School District. Interns nominated by either the University or the School District shall be mutually acceptable to both the University and the School District, and shall be subject to a mutually acceptable placement within the School District.

Loyola Marymount University agrees that:

Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g. CSET/Multiple or Single Subjects Tests, or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0.

Candidates with undergraduate degrees in "professional education" cannot be admitted to the Single Subject or Education Specialist credential programs.

Each Intern shall have a minimum of one hundred twenty (120) hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Learners (EL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid EL Authorization; or passing scores on CTEL examinations.

Each Intern shall have passed U.S. Constitution coursework or examination.

Each semester, each Intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Instructors.

The University will provide program coordination as needed with the School District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

The University will select and train University Fieldwork Instructors based on the following qualifications:

- Current knowledge in the content area they teach.
- Understand the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that University Fieldwork Instructors will observe and evaluate interns at least four times during a semester and allocate time with each Intern after each visit to discuss the observation.

The University will direct University Fieldwork Instructors to meet and consult with a District-employed supervisor as appropriate.

Participating School District agrees that:

Prior to an Intern assuming daily teaching responsibilities, the School District must validate that the Intern teacher meets the Commission's identified criteria.

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by School District personnel, including but not limited to the school site faculty and the District-employed supervisor. Each District-employed supervisor will hold a valid Clear or Life Credential with English Language Authorization and will have completed three (3) years of successful teaching experience.

Each District-employed supervisor will have completed ten (10) hours training in University requirements.

Each Intern must be placed in classrooms that include English Language Learners (ELL) student(s) and student(s) identified with special needs.

Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required School District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District-employed supervisor, or to attend classes at the University.

If required, the School District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census.

The School District agrees to allow the University Fieldwork Instructor to visit the Intern in his/her classroom during the university's academic semesters.

The principal will serve as the School District's evaluator of the Intern, complete required documentation in a timely manner, and meet with the university supervisor each year to monitor and assess the Intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the Intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Loyola Marymount Intern Program Director and a School District Administrator, at which time a decision will be made.

Each school must have a fully qualified administrator in accordance with University requirements, including someone who

- a. holds a valid California issued credential,
- b. holds an advanced degree (e.g. M.A., Ed.D.) in Educational Leadership or closely related field,
- c. completed an Educational Leadership program such as the Fisher Fellow Program,
- d. has a record of completing a successful administration at a school for at least five (5) years.

Administration agrees to allow the teacher candidate to conduct videotaped observations for the purpose of authentic mentor feedback and completion of CTC requirements. The Employer will be responsible for the acquisition of parental permission and will share said permission documents with the teacher candidate.

Administration agrees to assign an Intern to the appropriate placement that meets the requirements and preparation program of the type of Intern Credential issued to the Intern. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to rescind the Intern Credential if the University deems that the new Intern assignment is not in compliance with the type of preparation program of the candidate."

The University and the School District agree that:

In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning, and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.

The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Cross-cultural, Language and Academic Development (CLAD) authorization:

- a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential Teaching Credential or a valid English Learner authorization or Cross-cultural, Language and Academic Development (CLAD) certificate. The minimum

support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.

- b) The California employing agency (School District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.
- c) An individual who passes the California Teaching of English Learner (CTEL) examinations prior subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

Reporting Obligations:

The parties recognize that when a corps member/LMU student shares that the corps member/LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which Teach for America will transmit reports of sexual or interpersonal misconduct it receives from a corps member/LMU student to the University.

Teach for America will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of Teach for America asserting that a corps member/LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the corps member/LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. TFA will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

Mutual Indemnification: Limits on Liability:

Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

Insurance:

Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

General Terms:

1. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
2. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the University shall be scanned and emailed to: Jacqueline Hansen at jhansen@lmu.edu

Or mailed to
Jacqueline Hansen
Loyola Marymount University, School of Education
1 LMU Drive, Suite UH-2100
Los Angeles, CA 90045

Notice to the School District shall be scanned and emailed to Ruth Perez at rperez@paramount.k12.ca.us

Or mailed to

Ruth Perez
Superintendent
Paramount Unified School District
151110 California Avenue
Paramount, CA 90723

**Loyola Marymount University
School of Education**

By: _____

Timothy P. Chang

Title: Associate Dean for Business Services

Date: _____

By: _____

Edmundo Edward F. Litton, Ed.D.

Title: Chair and Intern Program Director, Urban Education

Date: _____

Loyola Marymount University

By: _____

Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date: _____

**Paramount Unified
School District**

By: _____

Ruben Frutos

Title: Assistant Superintendent-Business

Date: _____

**Letter of Commitment and Agreement
Loyola Marymount University Intern Partnership
with
Paramount Unified School District**

Paramount Unified School District agrees to participate with **Loyola Marymount University** in the Teacher Education Intern Credential Program [Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials and Bilingual Authorization].

Intern teachers will be compensated on the regular salary scale for certificated teachers, and their salaries will not be reduced for supervision costs.

The **School District** supports the attached goals of the internship program and the **School District** agrees to provide appropriate support for the intern while in the program.

Signed:

(Signature)

(Printed Name)

Title _____
School District Official

Date _____

APPENDIX “A”

DEFINITIONS:

“Consent” is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
 - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
 - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
 - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
 - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party’s belief in affirmative consent arose from the intoxication or recklessness of the responding party; or

2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

“Sexual Misconduct” is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person’s consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

“Sexual Assault” is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person’s consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

“Sexual exploitation” is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one’s genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

“Interpersonal Misconduct” includes Dating Violence, Domestic Violence and Stalking, as defined below

“Dating Violence” is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party’s statement with consideration of the following factors:
 - a. The length of the relationship
 - b. The type of the relationship
 - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

“Domestic Violence” is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person’s acts under California law.

“Stalking” is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition “course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person’s property.

For the purposes of this definition “substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

"Sexual Harassment" for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

1. submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
2. submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
3. the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: July 16, 2018
SUBJECT: Practicum Agreement with Alliant International University

BACKGROUND INFORMATION:

Periodically, the District enters into program agreements with accredited universities and colleges to provide practicum experience for students enrolled in such institutions. Alliant International University, has requested that the District participate in such an agreement. The agreement, if approved, would commence August 1, 2018 through June 30, 2023. Either party may terminate this agreement upon sixty (60) days written notice.

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

POLICY/ISSUE:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the agreement with Alliant International University for participation in practicum experience.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.

ACTION ITEM: 2.3-A



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
PARAMOUNT UNIFIED SCHOOL DISTRICT

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Paramount Unified School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 1, 2018 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least six (6) times during a semester and allocate time with each Intern after each visit to discuss the observation.
7. University Supervisors will meet with District Support Providers at the beginning of the Candidate’s field placement in order to establish roles and duties in order to best support the Candidate.

8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
7. The District and the University, in partnership, must provide support for each Intern.
8. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
9. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
10. The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.
11. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
12. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
13. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
14. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or

areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

15. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the

confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;

2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled “Non-Discrimination, Harassment, and Retaliation Clause,” “Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status,” “Confidentiality,” and “General Terms” shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Andy Vaughn, President
Alliant International University, Inc.

Date

Dr. Mary Oling-Sisay, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Paramount Unified School District:

Ruben Frutos, Assistant Superintendent – Business Services
Paramount Unified School District

Date

Address:

15110 California Avenue
Paramount, CA 90723

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: July 16, 2018
SUBJECT: Physical Education Exemption for High School Students

BACKGROUND INFORMATION:

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

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

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

The students on the attached list, distinguished by identification numbers, may be exempted from taking a physical education course as they have met the criteria for one of the two exemption options described above. Approximately 40% of grade 9 students passed the PFT, which qualifies them for a two-year exemption. Students who qualified for the permanent exemption are entering grades 11 and 12 in the fall of 2018. The chart below outlines the number of students that qualify for each exemption.

Exemption	Total students who qualify for Physical Education Exemption
Two-year	679
Permanent	1408
Total	2087

ACTION ITEM: 3.1-A

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

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

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time.

High School Students Who Qualify for Physical Education Exemption 2018-19						
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2008000908	2013002400	2006001274	2007000905	2010004915	2016000794	2017001857
2008000913	2013002457	2006001316	2007000910	2010005176	2016000798	2014001408
2008000914	2013002561	2006001350	2007000913	2011000105	2016000802	2013001412
2008000916	2013002579	2006001405	2007000915	2011000320	2016000806	2009001342
2008000918	2013002716	2006001449	2007000946	2011000449	2016000906	2007002609
2008000921	2013002898	2006001474	2007000949	2011000454	2016000908	2010004831
2008000922	2013002913	2006001485	2007000954	2011000459	2016000910	2008002539
2008000925	2013003017	2006001537	2007000958	2011000464	2016000911	2004000698
2008000928	2014000359	2006001573	2007000959	2011000573	2016000912	2007003144
2008000931	2014000374	2006001574	2007000962	2011000585	2016000913	2016001808
2008000933	2014000642	2006001580	2007000964	2011000613	2016000914	2005001028
2008000936	2014000644	2006001651	2007000971	2011000641	2016000916	2006000899
2008000941	2014000646	2006001664	2007000973	2011000678	2016000918	2006000232
2008000943	2014000762	2006001689	2007000977	2011000719	2016000920	2011002037
2008000952	2014000815	2006001753	2007000985	2011000780	2016001010	2011002987
2008000954	2014000823	2006001765	2007000987	2011000858	2016001011	2015003138

2008000957	2014000825	2006001816	2007000991	2011000964	2016001013	2013000147
2008000958	2014000827	2006002312	2007000994	2011001010	2016001015	2006000211
2008000968	2014000946	2006002383	2007000997	2011001020	2016001018	2006000983
2008000971	2014000994	2006002401	2007001000	2011001034	2016001019	2007001126
2008000974	2014001071	2006002491	2007001008	2011001183	2016001020	2005001141
2008000975	2014001228	2006002525	2007001012	2011001206	2016001027	2006000154
2008000976	2014001261	2006002578	2007001014	2011001250	2016001028	2015002827
2008000979	2014001286	2006002686	2007001044	2011001281	2016001032	2005001779
2008000981	2014001339	2006002865	2007001049	2011001285	2016001033	2011001983
2008000982	2014001447	2006002884	2007001050	2011001401	2016001034	2006000258
2008000983	2014001476	2006002926	2007001052	2011001415	2016001037	2015003075
2008000989	2014001572	2006002961	2007001056	2011001466	2016001043	2010002150
2008000997	2014001590	2006002986	2007001060	2011001584	2016001047	2005002021
2008001001	2014001622	2006003019	2007001063	2011001608	2016001053	2005001811
2008001006	2014001674	2006003234	2007001071	2011001631	2016001054	2016001590
2008001007	2014001687	2006003299	2007001073	2011001680	2016001092	2016000987
2008001009	2014001703	2006003410	2007001075	2011001682	2016001098	2007002352
2008001014	2014001845	2006003476	2007001079	2011001706	2016001100	2006000416
2008001017	2014002031	2007000101	2007001081	2011001732	2016001104	2016001017
2008001018	2014002322	2007000102	2007001105	2011001735	2016001110	2010005042
2008001020	2014002361	2007000113	2007001107	2011001778	2016001111	2011000857
2008001022	2014002537	2007000117	2007001109	2011001781	2016001168	2013001636
2008001023	2014002622	2007000119	2007001115	2011001822	2016001169	2010003251
2008001024	2014002763	2007000124	2007001119	2011001850	2016001172	2018000032
2008001029	2014002919	2007000126	2007001149	2011001926	2016001173	2005002442
2008001030	2014002934	2007000132	2007001151	2011001929	2016001175	2012000636
2008001040	2014003005	2007000133	2007001155	2011002016	2016001176	2008001512
2008001060	2015001213	2007000134	2007001158	2011002025	2016001271	2009001764
2008001064	2015001249	2007000135	2007001178	2011002205	2016001281	2006003494
2008001065	2015001523	2007000136	2007001181	2011002291	2016001282	2015002438
2008001067	2015001525	2007000138	2007001184	2011002359	2016001285	2013001027
2008001072	2015001526	2007000143	2007001185	2011002386	2016001330	2005001091
2008001075	2015001620	2007000149	2007001189	2011002418	2016001338	2013000850
2008001085	2015001627	2007000153	2007001194	2011002468	2016001348	2013002138
2008001092	2015001670	2007000154	2007001198	2011002497	2016001441	2006001066
2008001098	2015001773	2007000159	2007001214	2011002540	2016001487	2005001389
2008001100	2015002295	2007000163	2007001215	2011002662	2016001540	2016002401
2008001102	2015002412	2007000164	2007001222	2011002665	2016001592	2017002237
2008001106	2015002502	2007000165	2007001224	2011002670	2016001594	2017001670
2008001109	2015002507	2007000168	2007001225	2011002675	2016001654	2014001753
2008001120	2015002913	2007000172	2007001245	2011002687	2016001662	2015003217
						2011001709

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Hero Agreement

BACKGROUND INFORMATION:

Paramount High School has been using software and hardware from a company called PLASCO for several years now. This software has been used to manage student attendance, specifically tardiness. Essentially, PLASCO allowed the school to quickly scan a tardy student's ID, issue a pass back to class as well as a consequence like Saturday school if appropriate. A few years ago, PLASCO ceased to exist and became Hero; however, the high school still used the old PLASCO software that unfortunately has stopped working. Hero is a company that provides schools and districts with hardware and software that can be used to track positive student behaviors which is a cornerstone of efforts to promote a Positive School Climate and Environments Conducive to Learning as called for in our Strategic Plan. Hero can also be a useful tool to manage other behaviors as well, like tardiness as described above. The system works through mobile devices that can be used to scan student ID cards or through a web portal.

An agreement with Hero (formerly PLASCO) is being brought to the Board for consideration. The agreement will allow Paramount High School to continue their work in this area, and for three additional schools to join in those efforts as well – Alondra, Jackson and PHS West.

POLICY/ISSUE:

Board Policy – 4126 Consultants

FISCAL IMPACT:

\$72,091.19 - LCAP School Site Funds

STAFF RECOMMENDATION:

Approve the agreement with Hero to continue services at Paramount High School and provide services to three additional schools, Alondra, Jackson and PHS West for the 2018-19 school year.

PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

ACTION ITEM: 3.2-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 1: Decrease overall suspension, truancy, and chronic absentee rates for all students, and ensure no student group is overrepresented in them
- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership, and district leadership
- Goal 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

Master Services Agreement

This Master Services Agreement ("Agreement") is hereby entered into as of the date of execution and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and EdTech Holdings, LLC, a Delaware limited liability company having its principal place of business at 564 Market St #500, San Francisco, CA 94104, and wholly-owned subsidiaries, including, but not limited to Hero K12 LLC and SchoolMint, Inc. (collectively "EdTech") (Client and EdTech are referenced herein as each a "Party" and collectively the "Parties").

1. Definitions.

(a). "**Services**" means the service(s) described in the applicable Quotation and Statement of Work ("Quotation/SOW"), associated with the Software and the Documentation, including any applicable software hosting, provided by EdTech to Client.

(b). "**Documentation**" means technical materials provided by EdTech to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that EdTech may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "**Software**" or "**Applications**" mean the EdTech software programs described in the applicable Quotation/SOW.

(d). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Quotation/SOW and continuing until terminated in accordance with Section 14 ("**Termination**").

2. Subscribing to the Service. Client will subscribe to the Services by executing a written Quotation/SOW for such Services with EdTech. Upon consent by both Parties, each Quotation/SOW will be incorporated into this Agreement. Each Quotation/SOW will specify the Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a Quotation/SOW, the Quotation/SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. The Parties are entering into an initial Quotation/SOW upon consent to this Agreement. Subject to the terms and conditions of this Agreement and the applicable Quotation/SOW, EdTech will provide the Service described in the initial Quotation/SOW to Client. Additional Quotation/SOWs may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific Quotation/SOW, subsequent Quotation/SOWs will be considered in addition to currently effective Quotation/SOWs.

3. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, EdTech grants to Client a non-exclusive,

non-transferable license during the Subscription Period, to access the Services through the User IDs and to operate the features of the Services according to the Documentation under normal circumstances.

(b). **User IDs.** EdTech will issue unique User IDs to each of the Client Personnel specified by client to access and use the Service features specified in the applicable Quotation/SOW. Client Personnel will only access and use the Services through the User IDs issued by EdTech for such Client Personnel and only to the extent provided in the applicable Quotation/SOW. Client Personnel will be required to register and agree to the terms and conditions of EdTech's subscription Agreement as part of the login process. Each User ID may only be used to access the Services during one (1) concurrent login session. Client will not allow Client Personnel to share User IDs with any third parties, which require prior written approval for access by EdTech. "**Client Personnel**" shall be defined as Client's employees who are bound by confidentiality restrictions at least as restrictive as this Agreement provides and the persons stated in the initial Quotation/SOW. Client is responsible for all activity occurring under its User IDs. Client is responsible for all use of the Services by Client Personnel and for maintaining the confidentiality of all User IDs and will promptly notify EdTech of any actual or suspected unauthorized use of the Services. EdTech reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Services, Software, or Documentation, other than Client Personnel explicitly authorized by EdTech; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services, Software or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. Client shall hold EdTech harmless from any and all claims relating to Client's misuse of Software and/or Services

rendered by EdTech to Client, including EdTech's intellectual property.

(d). **Harmful Content.** In using the Software and Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in EdTech's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

(e). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Services, including (a) providing Client Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications EdTech provides Client, and (c) designating Client Personnel to participate in training.

(f). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related Quotation/SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

4. Reservation of Rights.

(a). **EdTech.** EdTech expressly reserves all rights in the Services, Software, Documentation, and all other materials provided by EdTech hereunder not specifically granted to

Client. It is acknowledged that all right, title and interest in the Services, Software, Documentation, and all other materials provided by EdTech hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with EdTech (or third party suppliers, if applicable) and that the Services, Software, Documentation, and all other materials provided by EdTech hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel) loads or enters into the Services and all results from processing such data, including compilations, and derivative works thereof (the "**Client Data**"), except that Client grants EdTech a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Service features for Client's benefit. Additionally, EdTech may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified. Client represents and warrants that Client has all rights under applicable law to provide and input in the Services the Client Data, including any personal information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Quotation/SOW ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Renewal Term(s) will be invoiced at then-current rates. Expiration or termination of one Quotation/SOW shall not affect any other Quotation/SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("**Termination**").

6. User Documentation. The Services contain online Documentation describing the operation of the Services under normal circumstances. The Services are provided to Client and shall be used strictly in machine-readable object code format. No source code or technical-level documentation to the Services is licensed under this Agreement.

7. Client Support. During the Subscription Period for the applicable Services, EdTech will provide the following standard customer support:

(a). **Web Support.** Client's designated representative shall have access to EdTech's technical support web site and may use the website to submit service requests. EdTech will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply EdTech with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with EdTech's minimum requirements; and (vi) timely install all fixes and new versions supplied by EdTech in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, EdTech may maintain e-mail distribution lists that are used to notify customers of the availability of fixes and new versions and to provide other information to customers that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such e-mail distribution lists of EdTech so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Services, generally available versions and releases for the Software, as designated by EdTech in its sole discretion and that EdTech generally offers to its other clients in EdTech's sole discretion, and at no additional charge. EdTech may from time to time schedule downtime for maintenance and upgrades. EdTech may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. EdTech will strive to perform updates during non-peak hours.

8. Professional Services. In consideration of Client's payment of the applicable fees and expenses set forth in the Quotation/SOW for professional services, EdTech will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by EdTech as set forth herein ("**Professional Services**"). Training may be conducted at EdTech's training facility, at Client's location, or by teleconference, as set forth in the Quotation/SOW.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Quotation/SOW) are payable in advance pursuant to subsection 9(b) below. EdTech will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses (set forth in each Quotation/SOW) will be invoiced and are payable net thirty (30) days after the invoice date. Such other fees and expenses along with the Subscription Fees and Setup Services Fees are collectively "**Fees**".

(c). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. EdTech reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 14 ("**Termination**").

(d). **Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold EdTech harmless from all gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of EdTech. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing EdTech with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to EdTech (or its designated third party supplier), and EdTech hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as

instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND EDTECH AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. EDTECH DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, EDTECH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EDTECH OR AN EDTECH REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** EdTech warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. EdTech

represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** EdTech hereby recognizes that the Client Data which Client provides to EdTech may include personal information of students. In order for EdTech to carry out its obligations under this Agreement, it is necessary for EdTech to use the Client Data. EdTech agrees to use the Client Data, some of which may contain personal information of students, only for the purpose of fulfilling its obligations under this Agreement. EdTech agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. EdTech warrants that it has put in place reasonable and appropriate security, technical and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure or access. EdTech also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for EdTech to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, EdTech shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

EDTECH SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF EDTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE

AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO EDTECH HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of EdTech to the attention of: EdTech Contracts and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** EdTech shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that EdTech shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to EdTech, EdTech shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with EdTech and Client terminates the contract or any portion thereof, Client agrees to pay EdTech the remaining sum due to EdTech through the stated term of the Quotation/SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of EdTech's breach in accordance with Subsection 15(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides EdTech at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. EdTech reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each

Party shall comply with the obligations to return or destroy, at EdTech's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Warranties and Disclaimer**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, EdTech shall make a final backup of Client data and provide the backup media to Client at EdTech's then-current rates.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without EdTech's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Delaware for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against EdTech must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold EdTech harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by

this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** EdTech requires Client's execution of select purchase orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any purchase order and/or SOW is executed in counterparts, no signatory

hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said purchase order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Independent Contractors.** Client's relationship to EdTech is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of EdTech.

(j). **Entire Agreement.** This Agreement, EdTech's Quotation/SOWs, and Client's Purchase Order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

Hero K12 Executive Summary

We are in business to have a profound, positive impact on student behavior.

It started with a customer request 15 years ago. Hero behavior management solutions make school a better place to work, learn and grow.

Hero has a three pillar approach of redirecting, reinforcing and communicating student conduct. When schools leverage these pillars, they reduce discipline while increasing pro-social behaviors. Data captured in Hero is used to drive discussions about behavior at school, and at home. Hero schools see a positive shift in school climate.

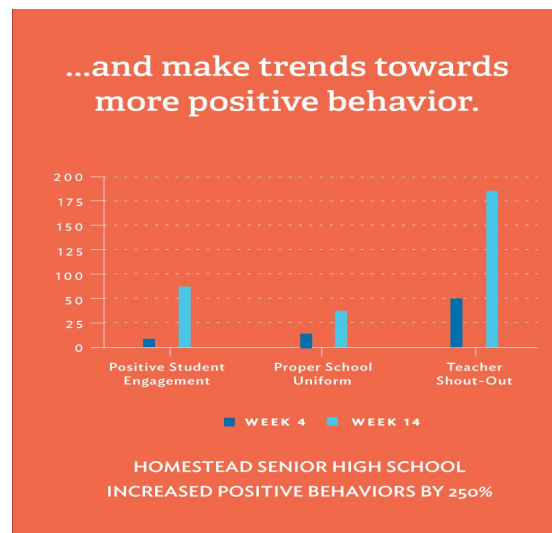
REINFORCEMENT: Hero enables immediate reinforcement of behaviors schools are trying to promote. Students earn points (or rewards) for their participation, and effort. This recognition validates the student's efforts and that starts to spread.

REDIRECTION: Hero redirects behavior by holding students accountable for their actions. Hero applies progressive discipline resulting in an immediate awareness of a potential consequence. Hero manages the workflow associated with behavior matters, reducing paperwork and time to report behavior infractions. Our schools see a 50-80% decline in disciplinary infractions (ex: tardiness) after implementing Hero.

COMMUNICATION: Hero provides students and parents access to their behavior history and accomplishments. This access helps bridge the information gap between school to the home. Students see their progress and know where they stand. Guardians use the information as talking points at home. These aspects engage more people in the of reinforcement or redirection of student behaviors.

Hero is a cloud-based application, accessible from any device. Bluetooth printers can be added to allow schools to immediately print recognitions or consequences for students.

When we add a new school to our client roster, it becomes our mission to help them be successful. We work with school districts large and small (currently) in 43 states. We would love to earn your business.





15495 Eagle Nest Lane Suite 260 Miami Lakes, FL 33014
 Phone: (800) 396-1615 - Fax: (305) 503-7070
 sales@herok12.com - www.herok12.com

Statement of Work Quotation

(Statement of Work)

Date:	5/21/2018
Quote #:	13912
Prepared By:	Eric Toms

Customer Name: Paramount Unified School District
 15110 California Ave
 Paramount, Ca. 90723
 Attn: Ryan Smith

Enrollment: #REF!
of Schools: 5
Term: 1 Year

QUOTE VALID FOR 30 DAYS

ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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SUBSCRIPTION FEES

Per Student Fee	Paramount Senior High School	3,800	ea	\$ 3.40	\$ 12,920.00
Hero Hardware	PT1000 Desktop printer	2	ea	\$ 579.00	\$ 1,158.00
	LS2208 Barcode Scanner	2	ea	\$ 179.00	\$ 358.00
	Mobile pass printer	10	ea	\$ 449.00	\$ 4,490.00
	Mobile Scanner	7	ea	\$ 1,499.00	\$ 10,493.00
supplies	PT1000 Pass Paper	3	ea	\$ 320.00	\$ 960.00
	Mobile pass printer	2	ea	\$ 108.00	\$ 216.00
Onboarding	Onsite Training/ setup at central district location	1	ea	\$ 1,050.00	\$ 1,050.00
				Shipping	\$ 636.30
				Tax	\$ 1,679.13
				Total	\$ 33,960.43

Per Student Fee	Paramount West Campus	1,200	ea	\$ 3.40	\$ 4,080.00
Hero Hardware	PT1000 Desktop printer	2	ea	\$ 579.00	\$ 1,158.00
	LS2208 Barcode Scanner	2	ea	\$ 179.00	\$ 358.00
	Mobile pass printer	8	ea	\$ 449.00	\$ 3,592.00
	Mobile Scanner	4	ea	\$ 1,499.00	\$ 5,996.00
supplies	PT1000 Pass Paper	2	ea	\$ 320.00	\$ 640.00
	Mobile pass printer	2	ea	\$ 108.00	\$ 216.00
Onboarding	Onsite Training/ setup at central district location	1	ea	\$ 1,050.00	\$ 1,050.00
				Shipping	\$ 430.56
				Tax	\$ 1,136.20
				Total	\$ 18,656.76

Per Student Fee	Jackson Middle School	860	ea	\$ 3.40	\$ 2,924.00
Hero Hardware	PT1000 Desktop printer	1	ea	\$ 579.00	\$ 579.00
	LS2208 Barcode Scanner	1	ea	\$ 179.00	\$ 179.00
	Mobile Scanner	2	ea	\$ 1,499.00	\$ 2,998.00
	Mobile pass printer	2	ea	\$ 449.00	\$ 898.00
supplies	PT1000 Pass Paper	1	ea	\$ 320.00	\$ 320.00
	Mobile pass printer	1	ea	\$ 108.00	\$ 108.00
Onboarding	Onsite Training/ setup at central district location	1	ea	\$ 1,050.00	\$ 1,050.00
				Shipping	\$ 75.02
				Tax	\$ 197.98
				Total	\$ 9,329.00

Per Student Fee	Alondra Middle School	1,100	ea	\$ 3.40	\$ 3,740.00
Hero Hardware	PT1000 Desktop printer	1	ea	\$ 579.00	\$ 579.00
	LS2208 Barcode Scanner	1	ea	\$ 179.00	\$ 179.00
	Mobile Scanner	2	ea	\$ 1,499.00	\$ 2,998.00
	Mobile pass printer	2	ea	\$ 449.00	\$ 898.00
supplies	PT1000 Pass Paper	1	ea	\$ 320.00	\$ 320.00
	Mobile pass printer	1	ea	\$ 108.00	\$ 108.00
Onboarding	Onsite Training/ setup at central district location	1	ea	\$ 1,050.00	\$ 1,050.00
				Shipping	\$ 75.02
				Tax	\$ 197.98
				Total	\$ 10,145.00

Sub-Total - All Fees, Hardware & Services	\$ 67,663.00
Shipping and handling	\$ 1,216.91
Taxes	\$ 3,211.29

HARDWARE SUPPORT INCLUDED WITH YOUR HERO SUBSCRIPTION

(1) Hardware coverage is included with your subscription fee for up to 36 months after purchase date for equipment purchased from Hero K12.

The Program Benefits Include:
 3 Year Service
 Next business day replacement

TOTAL COST \$ 72,091.19

CONDITIONS OF AGREEMENT: Quotation valid for 30 days. Please review the applicable license agreement(s) provided by your account manager. Ongoing fees are invoiced annually. See page 2 for estimated ongoing

Next business day replacement
Hero-provided spare pool
Hero paid shipping both ways
Comprehensive coverage (cracked screens, displays, keys ripped off, etc.)
Device loaded & configured to customer specifications prior to shipping replacement
Software Support
Technical Support

expenses.

Student Count: Total student count reflected in subscription fees is representative of all students loaded into and hosted by Hero. All school-wide reporting and trends will encompass all students which attended the school during that year. An audit will be done to verify student

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Parent Engagement Academy Agreement

BACKGROUND INFORMATION:

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

POLICY/ISSUE:

Board Policy – 4126 Consultants

FISCAL IMPACT:

\$20,400 – LCAP Funds

STAFF RECOMMENDATION:

Approve the Parent Engagement Academy agreement to provide the FACTOR program at both Paramount High School and Paramount High School West Campus for the 2018-19 school year.

PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

- Goal 1: Increase opportunities for parents to participate in meaningful high impact activities that support teaching and learning

ACTION ITEM: 3.3-A

- Goal 2: Expand community outreach efforts and increase opportunities for involvement
- Goal 4: Establish and maintain meaningful, regular, and open two-way communication with all stakeholders



**PARTNERSHIP AGREEMENT
BETWEEN
PARENT ENGAGEMENT ACADEMY AND
PARAMOUNT UNIFIED SCHOOL DISTRICT**

PREFACE-AN AGREEMENT FOR COLLABORATION

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

VISION: We aim to build a community where parents are actively engaged in their children's overall learning.

PARENT ENGAGEMENT ACADEMY provides a parent engagement course, (Families Acting towards Results, **FACTOR AND FACTOR 2**), focusing on the social, emotional and physical development of children from low-income families. This course incorporates useful academic information with a focus on developing 21st century skills. Their research-based curriculum aims to improve students' academic achievement and parent engagement in K-12 schools.

OBJECTIVES - FACTOR PROGRAM

Session 1

1. Get to know the model "Pathway to success" that will outline and frame the full program
2. Learn about the importance of family support in students' academic performance and how to help your children express their emotions
3. Recognize anxiety and stress in our children
4. Get to know the Habits of Mind and Practices in Mathematics
5. Learn how to calculate a GPA and rigorous academic options such as honor classes, advanced classes (AP), as well as the GATE Program

Session 2

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

Session 3

1. Support student communication using the given tools and through reading
2. Understand the Common Core State Standards, and CAASPP assessment exam
3. Learn about the United States educational system and how to navigate it
4. Understand the different committees that the schools have and how parents can get involved.
5. Learn more about the LCFF-LCAP
6. Recognize the importance a the teacher's visit and counselor conferences and learn techniques for an effective visit.

Session 4

1. Get to know how the California university system works
2. Find out where your child is on the pathway to success
3. Identify admission requirements for college
4. Learn how financial education for students impacts their academic life
5. Know the financing options for universities
6. Identify STEM careers



Session 5

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

RECITALS

1. **INDEMNIFICATION:** Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney’s fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents and invitees in the exercise of the indemnifying party’s rights or the performance or observance of the indemnifying party’s obligations under this Agreement.
2. **WAIVER OF REMOTE DAMAGES:** Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
3. **DISPUTE RESOLUTION:** In the event that any dispute arises between the parties under or relating to this agreement, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.
4. **JURISDICTION:** In the event that any dispute arising under or relating to this agreement cannot be resolved through mediation, the courts of California shall have exclusive jurisdiction to adjudicate the dispute.
5. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with California law
6. **The school agrees to pay a fee of \$85.00 per parent. This fee will be assessed for each parent graduate (those parents attending three or more of the five classes during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.**
This agreement shall begin August 2018 and remain in full force until November 2018.
 Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

SIGNATURES:

PARAMOUNT UNIFIED SCHOOL DISTRICT

PARENT ENGAGEMENT ACADEMY

Name: _____

Name: Maria Elena Meraz

Title: _____

Title: Chief Executive officer

Signature: _____

Signature: *Maria Elena Meraz*

Date: _____

Date: June 26, 2018





SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

TO: RUBEN FRUTOS, ASST. SUPERINTENDENT, BUSINESS OFFICE

FROM: Maria Elena Meraz, CEO - Parent Engagement Academy

DATE: June 26, 2018

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

RECITALS

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

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

**Ruben Frutos, Asst. Superintendent
Business Office**

Paramount Unified School District

A handwritten signature in black ink, appearing to read "Maria Elena Meraz", is written over a horizontal line.

**Maria Elena Meraz, CEO
Parent Engagement Academy**

TAX ID# 82-2352048

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Memorandum of Understanding with Care Solace

BACKGROUND INFORMATION:

Paramount Unified School District is seeking to enter into a one-year pilot trial agreement with Care Solace. Care Solace will provide students, parents and staff access to local, reliable, ethical and high quality substance abuse or mental health agencies through an on-line staff and parent portal link. Care Solace provides parents, students and staff with 24 by 7 personnel case management, parent advocacy and program waiting and availability support. Care Solace vets mental health providers to ensure that they are licensed, accredited and monitored quarterly. The District will monitor and evaluate program effectiveness through monthly reports provided by Care Solace and counselor and support staff feedback.

POLICY/ISSUE:

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

FISCAL IMPACT:

\$10,488 – Unrestricted General Fund

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Care Solace to provide students, parents and staff access to local, reliable, ethical and high quality substance abuse mental health agencies through an on-line staff and parent portal link.

PREPARED BY:

Manuel San Miguel, Director– Student Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Parent and Community Partnerships

- Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and businesses and industries

Focus Area 4: Parent and Community Partnerships

- Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and businesses and industries

ACTION ITEM: 3.4-A

GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated this 1st day of July 2018 between Paramount Unified School District a California public school district (the “Client”) and Addiction Treatment Technologies, LLC, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

A. **WHEREAS**, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

B. **WHEREAS**, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services/Scope of Work**. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). The parties will use their commercially reasonable efforts to ensure that the Branded Site will launch on our around July 2018. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1 The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2 Provider shall staff its customer support center 24 X 7 M-F for both phone and email support and weekend’s support via weserve@caresolace.org. for parents, families, students and district staff to assist them in navigating the site or coordinating care directly with

vetted programs.. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3 The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

1.3.1 Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2 A review of the treatment providers’ licensure status with the applicable State licensing authority;

1.3.3 Confirmation that the treatment providers’ are accredited by JACHO, CARF or similar accreditation organization;

1.3.4 Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5 Review by Provider’s ethics and standards advisory board.

2. **Implementation for Client.**

2.1 Client agrees to the following implementation plan for those in need through the following channels:

2.1.1 Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2 will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3 Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4 Provider to assist in implementing the URL on school websites and Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5 Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6 Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7 Provider will provide all the professional development, training, coaching and on going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8 On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. **Term of Agreement.**

3.1 The term of this Agreement (the "Term") will begin on July 1, 2018, the official date of the launch of the Provider's services with Client. The term will be a 1-year (each a "Service Term"). However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2 At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. **Currency.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. **Compensation.** For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- \$10,488 per annual term
- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Compliance with HIPAA.** The parties acknowledge and agree that while Client is not a “Covered Entity” under HIPAA, Provider may act a “Business Associate” under HIPAA of the Treatment Providers. In that capacity, and in connection with the provision of the Services, Provider shall comply at all times with the requirements of HIPAA that are applicable to Business Associates. As used herein, “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, the “Privacy Rule” (45 CFR Parts 160 and 164, subparts A and E) and the “Security Rule” (45 CFR Part 164, subparts A and C), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

8. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: Paramount Unified SD

 15110 California Ave.

 Paramount , CA 90723

Attention: Dr. Ruth Perez

Email: rperez@paramount.k12.ca.us

If to the Provider: Addiction Treatment Technologies, LLC
 737 Pearl Ave Ste. 201-J
 La Jolla, CA 92037
 Attention: Chad A. Castruita
 Email: _____chad@caresolace.com_____

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

9. **Dispute Resolution.**

9.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

9.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

10. **Indemnification; Insurance.**

10.1 The Provider agrees to indemnify and hold harmless the client from and against any and all claims for damages caused by the Providers' breach or failure to comply with this Agreement or any breach of any representation or warranty made by Provider in this Agreement.

10.2 During the term of this Agreement, Client shall obtain and maintain commercial general liability & Errors & Omissions insurance, with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Provider as an "Additional Insured."

11. **Conflict of Interest Provision.** Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

12. **Privacy Policy/Terms of Use.** The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

13. **Prevailing Party.** In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

14. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

15. **Assignment.** The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

16. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

17. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

18. **Governing Law.** It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

19. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

21. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. **Authority to Execute Agreement.** Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC (“Provider”)

Chad A. Castruita, CEO

Printed Full Name: _____

Signature: _____

Paramount Unified School District (“Client”)

Printed Full Name: Ruben Frutos

Title: Assistant Superintendent – Business Services

Signature: _____

Board Approval Date: _____

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Revised Board Policy 6146.4 – High School Graduation Requirements

BACKGROUND INFORMATION:

Submitted for second reading and adoption is revised Board Policy 6146.4 – High School Graduation Requirements. The proposed policy reflects revisions related to current State requirements and procedures. Revisions are indicated with underlines and strikethroughs. Words or sentences that are additions are underlined. Words or phrases that are no longer included are indicated with a strikethrough.

POLICY/ISSUE:

Board Policy 6146.4 – High School Graduation Requirements

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading and adopt proposed revised Board Policy 6146.4 – High School Graduation Requirements to reflect current State requirements and amend District graduation requirements.

PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation
- Goal 3: All students will possess the skills necessary to be successful in any career path
- Goal 4: All students will receive personalized guidance on which post-secondary options will best meet their academic and career goals

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards

ACTION ITEM: 3.5-A

- Goal 3: Instruction will be standards-based, relevant, personalized, and rigorous

CURRENT POLICY

BP 6146.4(a)

Instruction

High School Graduation Requirements

The Governing Board recognizes its responsibility to prescribe requirement for a high school diploma of graduation. The course of study for students obtaining a high school diploma in Paramount Unified School District shall include the specific courses and disciplines required by law, as well as those deemed appropriate by the Board of Education.

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in Language Arts (40 credits).
2. Three courses in Mathematics (30 credits).

At least one mathematics course, or a combination of the two Mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. Completion of Algebra coursework, prior to grade 9 that meets or exceeds state academic content standards shall satisfy the Algebra coursework but shall not exempt a student from the requirement to complete thirty credits of mathematics in grades 9-12.

Up to ten mathematics credits may be fulfilled by completing a UC/CSU approved Computer Science Course.

3. Two courses in Science, including a Biological and a Physical Science (20 credits).
4. Three courses in Social Studies, including United States History and Geography, World History, Culture and Geography; a one-semester course in American Government and Civics; and a one-semester course in Economics (30 credits).
5. One course in Visual or Performing Arts, Foreign Language (including American Sign Language) or Career Technical Education (10 credits).
6. Two courses in Physical Education unless the student has been otherwise exempted pursuant to other sections of the Education Code (20 credits).

CURRENT POLICY

BP 6146.4 (b)

Instruction

High School Graduation Requirements

7. Elective credits (65 credits).
8. One semester Health course (5 credits).

Total 220 credits

Because the prescribed course of study may not accommodate the needs of some students, the Board of Education shall provide alternative means for the completion of prescribed courses in accordance with law.

The Superintendent or designee shall exempt or waive specific course requirements for Foster Youth, homeless or children of military families in accordance with Education Code 51225.1 and 47901.

Certificate of Credit Completion

The Individualized Education Plan may assign a student to a non-diploma course of study. A Certificate of Completion will be provided to students who have satisfactorily met their individual course of study during high school. Students completing a non-diploma program will be eligible to participate in the commencement ceremony and all other senior activities.

Legal Reference: Education Code

51225.3	Requirements for Graduation
51228	Minimum Standards
56375(b)	Special Education –Certificates and Diplomas
AB1062	(effective January 1, 2000)

Policy adopted: 8-12-97
revised: 5-9-00
revised: 02-14-06
revised: 04-22-06
revised: 06-22-15
revised: 02-10-16

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED POLICY

Instruction

BP 6146.4(a)

High School Graduation Requirements

The Governing Board recognizes its responsibility to prescribe requirement for a high school diploma of graduation. The course of study for students obtaining a high school diploma in Paramount Unified School District shall include the specific courses and disciplines required by law, as well as those deemed appropriate by the Board of Education.

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in ~~Language Arts~~ English (40 credits).

Students are required to be enrolled in English courses through grade 12. Students not proficient in English will be enrolled in an appropriate English Language Development (ELD) program. ELD students are required to take 40 credits of ELD and/or English.

2. Three courses in Mathematics (30 credits).

At least one mathematics course, or a combination of the two Mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. Completion of Algebra coursework, prior to grade 9 that meets or exceeds state academic content standards shall satisfy the Algebra coursework but shall not exempt a student from the requirement to complete thirty credits of mathematics in grades 9-12.

Up to ten mathematics credits may be fulfilled by completing a UC/CSU approved Computer Science Course.

3. Two courses in Science, including a Biological and a Physical Science (20 credits). Beginning with the Class of 2023, three courses in Science, including both Biological and Physical Sciences (30 credits).
4. Three courses in Social Studies, including United States History and Geography, World History, Culture, and Geography; a one-semester course in American Government and Civics; and a one-semester course in Economics (30 credits).
5. One course in Visual or Performing Arts, Foreign Language (including American Sign Language) or Career Technical Education (10 credits).
6. Two courses in Physical Education unless the student has been otherwise exempted pursuant to other sections of the Education Code (20 credits).

PROPOSED POLICY

BP 6146.4(b)

High School Graduation Requirements (continued)

7. Elective credits (65 credits; Beginning with the Class of 2023, 55 credits)
8. One semester Health course (5 credits).

Total 220 credits

Because the prescribed course of study may not accommodate the needs of some students, the Board of Education shall provide alternative means for the completion of prescribed courses in accordance with law.

The Superintendent or designee shall exempt or waive specific course requirements for Foster Youth, homeless or children of military families in accordance with Education Code 51225.1 and 47901.

~~As a condition of high school graduation, each student completing grade 12 shall have successfully passed the state Exit Examination in Language Arts Instruction and Mathematics unless he/she receives a waiver or exemption. Students in grade 7-12 who do not demonstrate sufficient progress, as defined in Board Policy 6179 – Supplemental Instruction shall be offered supplemental instruction toward passing the Exit Exam.~~

Certificate of Credit Completion

~~Students who have completed all requirements for high school graduation with the exception of passing the California High School Exit Exam will be provided a Certificate of Credit Completion and will be eligible to participate in the commencement ceremony.~~

The Individualized Education Plan may assign a student to a non-diploma course of study. A Certificate of Completion will be provided to students who have satisfactorily met their individual course of study during high school. Students completing a non-diploma program will be eligible to participate in the commencement ceremony and all other senior activities.

Legal Reference: Education Code

51225.3	Requirements for Graduation
51228	Minimum Standards
56375(b)	Special Education-Certificates and Diplomas
AB1062	(effective January 1, 2000)

Policy adopted: 8-12-97
revised: 5-9-00
revised: 02-14-06
revised: 06-27-12
revised: 04-22-15

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Revised Board Policy 5131.62 – Tobacco

BACKGROUND INFORMATION:

Submitted for second reading and adoption is revised Board Policy 5131.62 – Tobacco. The proposed policy reflects revisions related to current State requirements and procedures established to ensure consistent enforcement of District policies prohibiting student possession and use of tobacco products. Revisions are indicated with underlines and strikethroughs. Words or sentences that are additions are underlined. Words or phrases that are no longer included are indicated with a strikethrough.

POLICY/ISSUE:

Board Policy 5131.62 – Tobacco

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading and adopt proposed revised Board Policy 5131.62 – Tobacco, which reflects current State requirements.

PREPARED BY:

Manuel San Miguel, Director – Student Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leaderships, and district leadership
- Goal 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

Focus Area 4: Parent and Community Partnerships

- Goal 4: Establish and maintain meaningful, regular, and open two-way communication with all stakeholders

ACTION ITEM: 3.6-A

CURRENT POLICY

BP 5131.62(a)

Students

Tobacco

The Governing Board recognizes that tobacco use presents serious health risks and desires to provide support and assistance in reducing the number of students who begin or continue to use tobacco.

Students shall not smoke or use tobacco, or any product containing tobacco or nicotine, while on campus, while attending school-sponsored activities, or while under the supervision and control of District employees.

The District may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use.

Prevention Instruction

The District shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the District participates.

The Superintendent or designee also shall coordinate the District's tobacco-use prevention program with other District efforts to reduce students' use of illegal substances and to promote students wellness.

The District's program shall be aligned with guidelines issued by the California Department of Education (CDE) and with federal Principles of Effectiveness described in 20 USC 7115.

The Superintendent or designee shall:

1. Base the District's program on a thorough assessment of objective data regarding tobacco-use problems in District schools and the community.

This assessment shall include an analysis of data regarding the incidence and consequences of tobacco use, and examination of existing efforts and activities in the community, and a determination of high-priority groups that are most in need of District services.

2. Establish a set of measurable goals and objectives and design the program to meet those goals and objectives.

CURRENT POLICY

BP 5131.62(b)

Students

Tobacco (continued)

3. Design and implement the program based on scientific research or evaluation that provides evidence that the strategies will prevent or reduce tobacco use.
4. Use the results of ongoing program evaluations to strengthen the program and refine program goals and objectives.

Program Evaluation

To evaluate the effectiveness of the District's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey to students at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board and the CDE on program activities, program expenditures, the number of individuals receiving each type of service or training, progress toward program goals and objectives, and other data required pursuant to Health and Safety Code 104450.

Legal Reference:

Education Code

48900	Suspension or expulsion (grounds)
48900.5	Suspension, limitation on imposition; exception
48901	Smoking or use of tobacco prohibited
51202	Instruction in personal and public health and safety
60041	Instructional materials, portrayal of effects of tobacco use

Health and Safety Code

104350-104495	Tobacco-use prevention education
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Penal Code

308	Minimum age for tobacco possession
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Code of Regulations, Title 17

6800	Definition, health assessment
6844-6847	Child Health and Disability Prevention program: health assessments

United States Code, Title 20

7111-7117	Safe and Drug-Free Schools and Communities Act
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Policy
adopted: 12-08-09

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED POLICY

BP 5131.62(a)

Students

Tobacco

The Governing Board recognizes that tobacco use presents the serious health risks and desires to provide support and assistance in reducing the number of students who begin or continue to use tobacco presented by tobacco use and desires to ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use.

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

Students shall not possess, smoke or use tobacco, or any product containing tobacco or nicotine, while on campus, while attending school-sponsored activities, or while under the supervision and control of District employees.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription

PROPOSED POLICY

BP 5131.62(b)

Students

Tobacco (continued)

products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus.

The District may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

Prevention Instruction

The District shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the District participates.

~~The Superintendent or designee also shall coordinate the District's tobacco use prevention program with other District efforts to reduce students' use of illegal substances and to promote students wellness.~~

~~The District's program shall be aligned with guidelines issued by the California Department of Education (CDE) and with federal Principles of Effectiveness described in 20 USC 7115.~~

~~The Superintendent or designee shall:~~

~~1. Base the District's program on a thorough assessment of objective data regarding tobacco use problems in District schools and the community.~~

~~This assessment shall include an analysis of data regarding the incidence and consequences of tobacco use, and examination of existing efforts and activities in the community, and a determination of high-priority groups that are most in need of District services.~~

~~2. Establish a set of measurable goals and objectives and design the program to meet those goals and objectives.~~

~~3. Design and implement the program based on scientific research or evaluation that provides evidence that the strategies will prevent or reduce tobacco use.~~

~~4. Use the results of ongoing program evaluations to strengthen the program and refine program goals and objectives.~~

PROPOSED POLICY

BP 5131.62(c)

Students

Tobacco (continued)

Program Evaluation

~~To evaluate the effectiveness of the District's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey to students at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board and the CDE on program activities, program expenditures, the number of individuals receiving each type of service or training, progress toward program goals and objectives, and other data required pursuant to Health and Safety Code 104450.~~

Legal Reference:

Education Code

48900	Suspension or expulsion (grounds)
48900.5	Suspension, limitation on imposition; exception
48901	Smoking or use of tobacco prohibited
51202	Instruction in personal and public health and safety
60041	Instructional materials, portrayal of effects of tobacco use

Health and Safety Code

104350-104495	Tobacco-use prevention education
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Penal Code

308	Minimum age for tobacco possession
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Code of Regulations, Title 17

6800	Definition, health assessment
6844-6847	Child Health and Disability Prevention program: health assessments

United States Code, Title 20

7111-7117	Safe and Drug-Free Schools and Communities Act
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Policy
adopted: 12-08-09

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Revised Board Policy 4149 – Tobacco-Free Workplace

BACKGROUND INFORMATION:

Submitted for second reading and adoption is revised Board Policy 4149 – Tobacco-Free Workplace. The proposed policy reflects revisions related to current State requirements and procedures established to ensure consistent enforcement of District policies prohibiting smoking and/or the use of tobacco products at any time in district-owned or leased building, on district property and in district vehicles. Revisions are indicated with underlines and strikethroughs. Words or sentences that are additions are underlined. Words or phrases that are no longer included are indicated with a strikethrough.

POLICY/ISSUE:

Board Policy 4149 – Tobacco-Free Workplace

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading and adopt proposed revised Board Policy 4149 – Tobacco-Free Workplace, which reflects current State requirements.

PREPARED BY:

Manuel San Miguel, Director – Student Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leaderships, and district leadership
- Goal 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

Focus Area 4: Parent and Community Partnerships

- Goal 4: Establish and maintain meaningful, regular, and open two-way communication with all stakeholders

ACTION ITEM: 3.7-A

CURRENT POLICY

BP 4149

Personnel

Tobacco-Free Workplace

The Paramount Unified School District recognizes the health risks associated with tobacco use and the health hazards from tobacco exposure for non-smokers.

The Board of Education believes it is in the best interest of students, employees, and the general public to prohibit the use of tobacco products in all District building and on District property.

Therefore, effective March 1, 1994, the Board of Education prohibits smoking and the use of tobacco products on District property, except in designated outdoor areas. These areas will be for adult use only and shall not be visible or accessible to students.

Effective January, 1, 1995, the Board of Education prohibits smoking and the use of tobacco products at all times on all District property and in all District vehicles.

Legal Reference:

Education Code

44932	Grounds for dismissal of permanent employee
44948.3	Dismissal of probationary employee
45113	Rules and regulations for classified service in districts not incorporating the merit system
48900	Conditions for suspension, expulsion
48900.5	Suspension on first offense
48901	Smoking or use of tobacco prohibited
48909	Narcotics or other hallucinogenic drugs
51202	Instruction in personal and public health and safety
51203	Instruction on alcohol, narcotics and restricted dangerous drugs
51260	Elementary and secondary school instruction in drug education by appropriately trained instructors

Healthy and Safety Code

24167	Tobacco-Free Workplace
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Policy
adopted: 1-25-94

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

PROPOSED POLICY

BP 4149 (a)

Personnel

Tobacco-Free Workplace

~~The Paramount Unified School District recognizes the health risks associated with tobacco use and the health hazards from tobacco exposure for non-smokers.~~

~~The Board of Education believes it is in the best interest of students, employees, and the general public to prohibit the use of tobacco products in all District building and on District property.~~

~~Therefore, effective March 1, 1994, the Board of Education prohibits smoking and the use of tobacco products on District property, except in designated outdoor areas. These areas will be for adult use only and shall not be visible or accessible to students.~~

~~Effective January, 1, 1995, the Board of Education prohibits smoking and the use of tobacco products at all times on all District property and in all District vehicles.~~

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles.

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars,

PROPOSED POLICY

BP 4149 (b)

Personnel

Tobacco-Free Workplace

chewing tobacco, pipe tobacco, or snuff

2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

Legal Reference:

Education Code

44932	Grounds for dismissal of permanent employee
44948.3	Dismissal of probationary employee
45113	Rules and regulations for classified service in districts not incorporating the merit system
48900	Conditions for suspension, expulsion
48900.5	Suspension on first offense
48901	Smoking or use of tobacco prohibited
48909	Narcotics or other hallucinogenic drugs
51202	Instruction in personal and public health and safety
51203	Instruction on alcohol, narcotics and restricted dangerous drugs
51260	Elementary and secondary school instruction in drug education by appropriately trained instructors

Healthy and Safety Code

24167	Tobacco-Free Workplace
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Policy
adopted: 1-25-94

PARAMOUNT UNIFIED SCHOOL DISTRICT
Paramount, California

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent– Secondary Educational Services
DATE: July 16, 2018
SUBJECT: Mixed Media Art Studio to include CTE classification

BACKGROUND INFORMATION:

Mixed Media Art Studio is Odyssey STEM Academy’s art course, which was previously approved by the Board on April 23, 2018. It is now being submitted to include CTE course classification to better align to the NuVu studio learning model which emphasizes hands-on learning and real-world project work.

Students begin the course with an initial exploration of the fundamentals in art and design, such as the elements of art, the principles of design, and the Studio Habits of Mind. Students then apply these foundational concepts and dispositions as they create projects of increasing complexity in two dimensions then expanding to three dimensions. Using a huge variety of materials from paper, paint, graphic design software, wood, plaster, metal, clay, and fiber, students will have access to a range of high and low tech equipment, hand tools and power tools. As students build, make, and develop they will learn about the true power of collaboration, community, complexity and about themselves. Mixed Media Art Studio is a ten credit course taught over a two year span. Students will accrue 5 credits at the end of each year.

This course will be offered to students in grades 9-10 at Odyssey STEM Academy starting in 2018-2019. Once approved, this course will be submitted for UC A-G approval as a Fine Art and/or CTE course that meet the Visual and Performing Arts “F” requirement.

Course texts and resources will not change under the new CTE course classification.

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

POLICY/ISSUE:

Board Policy 6141 – Curriculum Development

FISCAL IMPACT:

None

ACTION ITEM: 3.8-A

STAFF RECOMMENDATION:

Approve the Mixed Media Art Studio course to include CTE course classification for the 2018-2019 school year.

PREPARED BY:

Greg Francois, Director – Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation
- Goal 3: All students will possess the skills necessary to be successful in any career path
- Goal 4: All students will receive personalized guidance on which post-secondary options will best meet their academic and career goals

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards
- Goal 2: Technology will be used as a tool for enhancing, personalizing, and improving learning

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent of Business Services
DATE: July 16, 2018
SUBJECT: Resolution 18-03, Inter-fund Cash Transfers

BACKGROUND INFORMATION:

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

During the normal course of business operation, there are certain routine inter-fund accounting activities that take place and necessitate the need of a cash transfer. It is recommended that the Board delegate the authority to process the routine inter-fund cash transfer. The amount of any single inter-fund cash transfer shall not exceed \$5,000,000. Transfers will only occur if necessary in order to maintain adequate cash and fiscal solvency.

POLICY/ISSUE:

Board Policy 3140 – Transfer of Funds between Categories

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Adopt Resolution 1803, Interfund Cash Transfers

PREPARED BY:

Patricia Tu, Director of Fiscal Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

ACTION ITEM: 4.1-A

PARAMOUNT UNIFIED SCHOOL DISTRICT

**RESOLUTION 18-03
TRANSFER OF FUNDS**

WHEREAS, the purpose of this resolution is to allow for Inter-Fund Cash Transfers to meet the obligations of the district;

WHEREAS, the amount of any single inter-fund cash transfer shall not exceed \$5,000,000;

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

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

THEREFORE, BE IT RESOLVED that the Governing Board of Paramount Unified School District does hereby authorizes Inter-Fund Cash Transfers, as needed, to meet obligations of the district during the 2018-19 fiscal year.

ADOPTED this 16th day of July, 2018.

Vivian Hansen, President
Board of Education

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Resolution 18-04, Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfers

BACKGROUND INFORMATION:

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

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

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

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

POLICY/ISSUE

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

FISCAL IMPACT:

As indicated in the budget adjustments, revisions and transfers.

STAFF RECOMMENDATION:

Adopt Resolution 18-04, authorizing the Los Angeles County Superintendent of Schools to process routine budget revisions, adjustments, and transfers.

PREPARED BY:

Patricia Tu, Director of Fiscal Services

ACTION ITEM: 4.2-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

PARAMOUNT UNIFIED SCHOOL DISTRICT

RESOLUTION 18-04

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

WHEREAS, the Governing Board of the Paramount Unified School District authorizes the Los Angeles County Office of Education, Superintendent, to make such routine budget revisions, adjustments, and transfers for the payment of District obligations and to effect technical adjustments of the Board-adopted budget during the 2018-2019 fiscal year, in accordance with the provisions of this resolution.

WHEREAS, this resolution is adopted for the purpose of expediting the processing of routine budget revisions, adjustments, and transfers, and shall remain in effect for a period of one year, from July 1, 2018, to June 30, 2019, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of Paramount Unified School District.

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

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

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

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

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

ADOPTED by the Paramount Unified School District Governing Board on this 16th day of July, 2018.

Vivian Hansen
President, Board of Education

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Resolution 18-05, Temporary Interfund Borrowing

BACKGROUND INFORMATION:

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

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

This request is submitted proactively for approval of the Governing Board to authorize the transfer of these funds between any of the District's operating funds for the 2018-2019 fiscal year, should it be needed.

POLICY/ISSUE:

Education Code Section 42603 – Transfer of Special or Restricted Fund Moneys

Board Policy 3140 – Transfer of Funds Between Categories

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Adopt Resolution 18-05, Temporary Interfund Borrowing between any of the District's operating funds as needed, during the 2018-19 fiscal year.

PREPARED BY:

Patricia Tu, Director of Fiscal Services

ACTION ITEM: 4.3-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

PARAMOUNT UNIFIED SCHOOL DISTRICT

**RESOLUTION 18-05
TEMPORARY INTERFUND BORROWING**

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the 2018-19 fiscal year, and;

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

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

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

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

ADOPTED this 16th day of July, 2018.

Vivian Hansen
President, Board of Education

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Resolution 18-06, Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer

BACKGROUND INFORMATION:

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

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

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

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

This request is submitted proactively for approval of the Governing Board to authorize the temporary transfers of these funds from the School Pools Fund maintained by the Los Angeles County Treasurer for the 2018-2019 fiscal year, should it be needed.

POLICY/ISSUE:

Article XVI, Section 6, of the California Constitution

FISCAL IMPACT:

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

ACTION ITEM: 4.4-A

STAFF RECOMMENDATION:

Adopt Resolution 18-06, Temporary Transfers from the School Pools Fund maintained by the Los Angeles County Treasurer.

PREPARED BY:

Patricia Tu, Director of Fiscal Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

PARAMOUNT UNIFIED SCHOOL DISTRICT

RESOLUTION 18-06

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

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the 2018-19 fiscal year, and;

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

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: \$10,000,000
2. For Fiscal Year: 2018-19
3. Shall not exceed 85 percent of the anticipated revenues accruing to the District.
4. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
5. Shall be repaid from revenues accruing to the District before any other obligation of the District is met from such revenue.

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

ADOPTED this 16th day of July, 2018.

Vivian Hansen
President, Board of Education

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Field Service Contract Renewal

BACKGROUND INFORMATION:

Staff has determined there is need for field service contracts throughout the District. Field service contracts provide the District a fixed price for work over a period of one year. These contracts reduce the District’s need to meet with multiple vendors each time work is required for new installations, repairs or replacement.

At the end of contract year, if the company has provided acceptable services and bid prices are maintained, the District may elect to renew those contracts, pursuant to the terms of the bid. Purchase orders will be issued on an individual project basis.

The following current contract will be renewed:

Type of Service/Product	Vendor	Current Contract Amount	Proposed Contract Amount
LED Lighting Replacement	Inter-Pacific Inc.	\$45,477.48	\$168,933.29

POLICY/ISSUE:

Board Policy 3313 – Bids and Quotations

FISCAL IMPACT:

None – Proposition 39

STAFF RECOMMENDATION:

Authorize the renewal of field service contract for LED lighting replacement installation and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Cindy DiPaola, Director-Operations

ACTION ITEM: 4.5-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leadership and District leadership

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent - Business Services
DATE: July 16, 2018
SUBJECT: Notice of Completion – Field Service Contracts

BACKGROUND INFORMATION:

At the meeting of April 23, 2018, the Board of Education authorized the renewal of field service contracts. Individual projects over \$15,000 require formal notice of completion and a five (5%) percent retention for each contract be held until the Board has accepted completion of the project.

The following projects are complete:

Vendor	Project Description	Contract Amount	5% Retention Amount
REM Custom Builders, Inc.	PHS West: Window Installation Phase 5 (Bid#2-16-17) P.O. 18-01859	\$ 129,842.00	\$ 6,492.10
West Co.	Odyssey Stem Academy: Electrical and related services (Bid#3-17-18) P. O. 18-01612	\$ 597,106.00	\$ 29,855.29

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 window installation – Phase 5 at PHS West Campus and electrical and related services at Odyssey Stem Academy 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.

PREPARED BY:

Cindy DiPaola, Director-Operations

ACTION ITEM: 4.6-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive and caring relationships between all students, teachers, site leadership and District leadership.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Resolution 18-07, 2016 Measure I – Authorized School Projects 2018 Series B General Obligation Bond Issue

BACKGROUND INFORMATION:

Measure I was approved by the voters in the election held on November 8, 2016, by the Paramount Unified School District (the “District”). Measure I authorized a maximum principal amount of \$106 million (“2016 Bond Authorization”) of general obligation bonds (the “Bonds”) to be issued to provide funding for certain priority school modernization, improvement, expansion, upgrade, and new construction projects (the “Authorized School Projects”) under the Proposition 39 statutes and provisions.

In 2017, the District completed the issuance of the initial series of Bonds (“2017 Series A Bonds”) under the 2016 Bond Authorization to provide funding for the Phase 1 School Projects. The District now plans to issue the second series of Bonds (“2018 Series B Bonds”) under the 2016 Bond Authorization to provide additional funding for the Authorized School Projects.

The 2018 Series “B” Bonds are planned to be issued in a principal amount not to exceed \$30.5 million. After issuance of the 2018 Series “B” Bonds is completed, the District will have approximately \$49.830 million principal amount of Bonds remaining to be issued in the future under its 2016 Bond Authorization.

The development phase of the 2018 Series “B” Bonds has now been substantially completed including the preparation of the Bond documents and the development of the financial analyses required in determining the Bond principal amount that can be issued at this time under the related statutes and parameters. Upon closing the 2018 Series B Bond issue, the proceeds will be deposited into District Capital Facilities Fund accounts maintained with the County for the additional funding of the Authorized School Projects.

As a result of completing the activities required during the development phase, the District’s 2018 Series B Bonds are now ready for final Board approval and issuance by the District. Attached is Resolution No. 18-07 (“2018 Series B Bond Resolution”), which upon adoption by the Board, will approve/authorize the following regarding the sale and closing of the District’s 2018 Series “B” Bonds (see attached Summary of Principal Bond Documents & Closing Activities):

ACTION ITEM: 4.7-A

- **Primary Financing Documents:**

The 2018 Series B Bond Resolution provides for the Board's approval of the substantially final forms of the primary Bond financing documents including the forms of the Bond Contract of Purchase, Continuing Disclosure Agreement, County Authorizing and Levy Resolution, and Preliminary Official Statement (collectively the "Bond Documents"). Please note that these are the same forms of the Bond Documents that were presented to the Board as "information" at its June 25th Board meeting.

- **Bond Issuance Financial Parameters:**

The 2018 Series B Bond Resolution provides for the 2018 Series "B" Bonds to be issued: a) for an amount not to exceed the \$30.50 million principal amount of the 2016 Bond Authorization under the applicable sections of the California Government and Education Codes.; b) with a mix of Bond types issued; and c) for an overall repayment term not to exceed thirty one (31) years.

- **Use of Bond Proceeds:**

The 2018 Series B Bond Resolution provides for the 2018 Series B Bond proceeds to be utilized to fund the: a) Bond issuance expenses, b) funding the planned additional Authorized School Projects

- **Bond Insurance Policy:**

The 2018 Series B Bond Resolution authorizes the District to enter into a bond insurance policy to secure the timely payment of and interest on all, or a portion thereof, of the 2018 Series B Bonds if cost effective in reducing the District's average interest costs at the time of Bond pricing.

- **Bond Implementation/Closing Activities:**

The 2018 Series B Bond Resolution authorizes the District staff and its School Funding Team to proceed with the remaining activities required to complete the issuance and implementation/closing activities of the District's 2018 Series B Bonds.

Please note that all development, implementation, and closing expenses will be funded from the 2018 Series B Bond proceeds, and NO District funds will be required.

The 2018 Series B Bonds will be sold by negotiated sale to U.S. Bancorp Investments Inc. and Piper Jaffray & Co., and will be repaid from annual property taxes levied on property within the District by the County. Upon the Board's adoption of the attached 2018 Series B Bond Resolution, the District's School Funding Team will then complete the sale and closing of the 2018 Series B Bonds. At closing, the Bond proceeds generated from the 2018 Series B Bonds for funding the additional Authorized School Projects will be deposited into the District's Fund 21 maintained with the County.

Upon the Board's adoption of the attached 2018 Series B Bond Resolution, the District's School Funding Team will be positioned to complete the issuance of the 2018 Series B Bonds on or before the end of September.

Attached under separate cover is a summary of the principal Bond Documents, their respective purposes, and the closing activities that are authorized under the attached 2018 Series B Bond Resolution.

POLICY/ISSUE:

Education Code 5300 et seq. – Conduct of Election

FISCAL IMPACT:

Not to exceed \$30,500,000 Bond proceeds for Capital Facilities projects and interim financing debt repayment.

STAFF RECOMMENDATION:

It is recommended that the Board adopt Resolution No. 18-07 approving the substantially final forms of the Bond Documents, and authorizing the activities required to complete the issuance of the District's 2018 Series B Bonds.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive School Climate and Environments Conducive to Learning

- Goal 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices
- Goal 4: All school facilities will be clean, orderly, well maintained, and modern

RESOLUTION NO. 18-07

RESOLUTION OF THE BOARD OF EDUCATION OF THE PARAMOUNT UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$30,500,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF PARAMOUNT UNIFIED SCHOOL DISTRICT, INCLUDING BONDS THAT ALLOW FOR THE COMPOUNDING OF INTEREST, BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Paramount Unified School District (the “District”), located in the County of Los Angeles, California (the “County”), on November 8, 2016, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the “Bond Measure”):

“NEIGHBORHOOD SCHOOL REPAIR, CAREER EDUCATION, SAFETY IMPROVEMENT MEASURE. To repair/upgrade schools that prepare students for college/careers; upgrade classrooms/labs for job training/college preparation; improve school security/technology, electrical wiring, air conditioning, emergency alarms, earthquake safety, disabled access, aging gymnasiums/athletic fields and tracks; repair deteriorating roofs, water pipes; remove lead paint/asbestos; shall Paramount Unified School District issue 106 million dollars in bonds at legal rates, with independent audits, citizens’ oversight, all funds used locally”;

and

WHEREAS, passage of said proposition required a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, on July 12, 2017, pursuant to the Bond Measure and a resolution of the Board of Education of the District (the “Board of Education”) adopted on May 8, 2017, a portion of said bonds designated the “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2017A,” in the aggregate principal amount of \$25,670,000 was issued and sold; and

WHEREAS, at this time, the Board of Education deems it necessary and desirable to authorize and consummate the sale of an additional portion of the bonds, designated the “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B” (the “Series 2018 Bonds”), in an aggregate initial principal amount not exceeding \$30,500,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

WHEREAS, Sections 53506 and following of the California Government Code (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code (the “Education Code”); and

WHEREAS, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Series 2018 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County (the “Board of Supervisors”); and

WHEREAS, Section 15146 of the Education Code requires the Board of Education to be presented with (i) an analysis containing the total overall cost of any bonds that allow for the compounding of interest that are proposed to be issued, (ii) a comparison to the overall cost of current interest bonds, (iii) the reasons bonds that allow for the compounding of interest are being recommended, and (iv) a copy of the disclosure made by the underwriters of the Series 2018 Bonds in compliance with Municipal Securities Rulemaking Board Rule G-17; and

WHEREAS, in compliance with Section 15146 of the Education Code, an analysis containing the total overall cost of bonds that allow for the compounding of interest that are proposed to be issued and a comparison to the overall cost of current interest bonds have been presented to the Board of Education by California Financial Services, the municipal advisor to the District (the “Municipal Advisor”) and such analysis prepared by the Municipal Advisor is attached hereto as Exhibit E, the Board of Education confirms the reason for the issuance of bonds that allow for the compounding of interest is to provide sufficient and timely funds for the projects specified in the Bond Measure, and the Municipal Securities Rulemaking Board Rule G-17 submission of the underwriters of the Series 2018 Bonds has been received by the Board of Education; and

WHEREAS, this Resolution was submitted at two consecutive meetings of the Board of Education in compliance with Section 15146 of the Education Code; and

WHEREAS, pursuant to Section 33050 *et seq.* of the Education Code, the governing board of a school district or a county board of education, on a districtwide or countywide basis or on behalf of one or more of its schools or programs, after a public hearing on the matter, may request

the State Board of Education to waive all or part of any section of the Education Code or any regulation adopted by the State Board of Education that implements a provision of the Education Code that may be waived, except for certain specified provisions of the Education Code set forth in Education Code Section 33050(a); and

WHEREAS, under Education Code Section 15270, bonds of unified school districts may be issued in amounts up to a statutory bonding limit of 2.50% of the district's assessed valuation, as calculated by the county assessor; and

WHEREAS, in the Bond Measure, it was recognized that the issuance of all of the authorized bonds might require the outstanding debt of the District to exceed its statutory bonding limit of 2.50% of the District's assessed valuation; and

WHEREAS, as part of the Bond Measure, the voters of the District authorized the District to seek a waiver of the statutory bonding limit from the State Board of Education, and to issue authorized bonds in excess of the 2.50% limit as the State Board of Education may approve; and

WHEREAS, in order to issue these remaining bonds within the statutory bonding limit would require an unknown delay until assessed valuation can grow or outstanding bonds can be paid down in a sufficient amount; and

WHEREAS, delaying issuance of the remaining bonds foreseeably will drive the bond program off schedule, and likely increase costs significantly; and

WHEREAS, in order for the District to complete critical projects authorized by the Bond Measure in a timely and cost effective manner, the Board of Education has determined it is in the best interest of the District to issue authorized bonds in excess of the 2.50% limit pursuant to a waiver of the statutory bonding limit to be obtained from the State Board of Education; and

WHEREAS, the Board of Education has determined that securing the timely payment of the principal of and interest on the Series 2018 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Bond Purchase Agreement") to purchase the Series 2018 Bonds proposed to be entered into with U.S. Bancorp Investments, Inc., on behalf of itself and as representative of Piper Jaffray & Co., as underwriters (the "Underwriters") has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series 2018 Bonds, the Underwriters must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Series 2018 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2018 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, Section 5852.1 of the Government Code requires that the Board of Education obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Series 2018 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2018 Bonds, (c) the amount of proceeds of the Series 2018 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2018 Bonds, and (d) the sum total of all debt service payments on the Series 2018 Bonds calculated to the final maturity of the Series 2018 Bonds, plus the fees and charges paid to third parties not paid with the proceeds of the Series 2018 Bonds; and

WHEREAS, in compliance with Section 5852.1 of the Government Code, the Board of Education has obtained from the Municipal Advisor, the required good faith estimates and such estimates are disclosed and set forth on Exhibit D attached hereto; and

WHEREAS, the Board of Education has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Education has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2018 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors, the Auditor-Controller of the County, the Treasurer and Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Series 2018 Bonds, all pursuant to Sections 15250 and 15251 of the Education Code; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Paramount Unified School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board of Education so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Auditor-Controller” means the Auditor-Controller of the County or any authorized deputy thereof.

“Authorized Officers” means the President of the Board of Education, or such other member of the Board of Education as the President may designate, the Superintendent of the District, the Assistant Superintendent, Business Services of the District, or such other officer or employee of the District as the Superintendent may designate.

“Board of Education” means the Board of Education of the District.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Series 2018 Bonds by and between the District and the Underwriters in accordance with the provisions hereof.

“Bonds” means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including bonds approved by the voters of the District on April 14, 1998, November 7, 2006 and pursuant to the Bond Measure, as all such Bonds are required by State Law to be paid from the interest and sinking fund.

“Capital Appreciation Bonds” means the Series 2018 Bonds accreting interest semiannually to the maturity date thereof payable in accordance with Section 5(e) hereof.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2018 Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2018 Bonds.

“Conversion Date” means the date a Convertible Capital Appreciation Bond converts to a bond bearing interest payable semiannually on a current basis.

“Convertible Capital Appreciation Bonds” means those Series 2018 Bonds accreting interest semiannually to the Conversion Date thereof and bearing interest payable semiannually on

a current basis from and after the Conversion Date thereof, all in accordance with Section 5(f) hereof.

“County” means the County of Los Angeles.

“Current Interest Bonds” means those Series 2018 Bonds bearing interest payable semiannually on a current basis in accordance with Section 5(d) hereof.

“District” means the Paramount Unified School District.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2018 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Date” means February 1 and August 1 of each year (a) commencing on February 1, 2019, with respect to the Current Interest Bonds and, for purposes of compounding interest on the Capital Appreciation Bonds and, to their Conversion Dates, Convertible Capital Appreciation Bonds, commencing on February 1, 2019, or such other dates as may be set forth in the Bond Purchase Agreement, and (b) with respect to Convertible Capital Appreciation Bonds, from and after their Conversion Date, commencing on the February 1 or August 1 immediately following such Conversion Date, or such other dates as may be set forth in the Bond Purchase Agreement.

“Investment Agreement” shall have the meaning set forth in Section 15 hereof.

“Official Statement” means the Official Statement of the District relating to the Series 2018 Bonds.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any Series 2018 Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

“Paying Agent” means the Treasurer, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2018 Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Series 2018 Bonds.

“Record Date” means, with respect to any Interest Date for the Series 2018 Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the Series 2018 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“**Series 2018 Bonds**” means the bonds authorized and issued pursuant to this Resolution, designated the “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B.”

“**State**” means the State of California.

“**Tax Certificate**” means the Tax Certificate with respect to the Series 2018 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of the Series 2018 Bonds.

“**Tax-Exempt**” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Internal Revenue Code of 1986 (the “Code”).

“**Taxable Bonds**” means those Series 2018 Bonds the interest on which is not Tax-Exempt.

“**Treasurer**” means Treasurer and Tax Collector of the County or any authorized deputy thereof.

“**Underwriters**” means U.S. Bancorp Investments, Inc. and Piper Jaffray & Co. as co-underwriters.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors to issue and sell the Series 2018 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7 of the Government Code, which authorization is hereby respectfully requested, the Series 2018 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Board of Education hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$30,500,000 aggregate principal amount of Series 2018 Bonds. The Series 2018 Bonds shall be designated “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B.” The Series 2018 Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds and/or Convertible Capital Appreciation Bonds, or any combination thereof, all as provided in Section 5 hereof. The proceeds of the Series 2018 Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds; Execution. (a) *Form of Series 2018 Bonds.* The Series 2018 Bonds shall be issued in fully registered form without coupons. The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds, and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively, with

necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2018 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk of the Board of Education. The Series 2018 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2018 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2018 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2018 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds. (a) *Date of Series 2018 Bonds.* The Current Interest Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement. The Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement. The Convertible Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Current Interest Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof. The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity (“maturity value”) or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000. The Convertible Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at their Conversion Date or any integral multiple thereof.

(c) *Maturity.* The Current Interest Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Current Interest Bond shall mature later than the date which is 30 years from the date of the Current Interest Bonds, to be determined as provided in subsection (a) of this Section; provided, however, that Current Interest Bonds may have a maturity greater than 30 years, but not greater than 31 years, if an Authorized Officer, for and on behalf of the District, makes a finding in writing that the useful life of the facility financed with such Current Interest Bonds equals or exceeds the maturity date of such Current Interest Bonds. No Current Interest Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Current Interest Bonds shall be issued.

The Capital Appreciation Bonds shall mature on the date or dates, in each of the years, and in such maturity values as shall be set forth in the Bond Purchase Agreement. No Capital Appreciation Bond shall mature later than the date which is 25 years from the date of the Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Capital Appreciation Bonds shall be issued.

The Convertible Capital Appreciation Bonds shall have Conversion Dates of and mature on the date or dates, in each of the years, in the accreted amounts and in the stated values at their Conversion Date as shall be set forth in the Bond Purchase Agreement. No Convertible Capital Appreciation Bond shall mature later than the date which is 25 years from the date of the Convertible Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Convertible Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Convertible Capital Appreciation Bonds shall be issued.

The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds may mature in the same year or years as any other Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds, without limitation. The aggregate principal amount of the Series 2018 Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds shall not exceed \$30,500,000.

(d) *Interest; Current Interest Bonds.* The Current Interest Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

(e) *Interest; Capital Appreciation Bonds.* The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall accrete in value daily over the term to its maturity (on the basis of a 360-day year consisting of twelve 30-day months), from its initial principal (denominational) amount on the date of issuance thereof to its stated maturity value at maturity thereof, on the basis of a constant interest rate or rates (which shall not exceed 8.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). The accreted value per \$5,000 maturity value of the Capital Appreciation Bonds on each Interest Date shall be given for reference in a table of accreted values to appear in the Capital Appreciation Bonds; provided, however, that the accreted value determined in accordance with this Section shall prevail over any different accreted value given in such table. Interest on the Capital Appreciation Bonds shall be payable only upon maturity or prior redemption thereof.

(f) *Interest; Convertible Capital Appreciation Bonds.* The Convertible Capital Appreciation Bonds shall not bear current interest prior to their respective Conversion Dates; each Convertible Capital Appreciation Bond shall accrete in value daily from its initial principal (denominational) amount on the date of issuance thereof to its stated value at the Conversion Date thereof (on the basis of a 360-day year consisting of twelve 30-day months), on the basis of a constant interest rate or rates (which shall not exceed 8.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). From and after the respective Conversion Date of a Convertible Capital Appreciation Bond, such Convertible Capital Appreciation Bonds shall bear current interest on the accreted value thereof at an interest rate or rates not to exceed 8.00% per annum, computed on the basis of a 360-day year of twelve 30-day months, payable on the Interest Dates in each year following its Conversion Date. Following the Conversion Date with respect thereto, each Convertible Capital Appreciation Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date following its Conversion Date, in which event it shall bear interest from its Conversion Date; provided, however, that if, at the time of authentication of any Convertible Capital Appreciation Bond, interest is in default on any outstanding Convertible Capital Appreciation Bonds, such Convertible Capital Appreciation Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Convertible Capital Appreciation Bonds.

(g) *Interest; Tax-Exempt or Taxable.* The Series 2018 Bonds may be issued such that the interest on the Series 2018 Bonds is Tax-Exempt or such that the interest on the Series 2018 Bonds is not Tax-Exempt. The Board of Education hereby finds and determines that, pursuant to Section 5903 of the Government Code, the interest payable on the Series 2018 Bonds issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of the Series 2018 Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2018 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the related interest and sinking fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2018 Bonds in such year, and to pay from such taxes all amounts due on the Series 2018 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2018 Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

(b) *Principal.* The principal of the Current Interest Bonds and the accreted value of the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Current Interest Bonds and the Convertible Capital Appreciation Bonds after the Conversion Date shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Current Interest Bonds or Convertible Capital Appreciation Bonds after the Conversion Date who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2018 Bonds shall be paid from the related interest and sinking fund of the District as provided in Section 15146 of the Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2018 Bonds. The obligation for repayment of the Series 2018 Bonds is the sole obligation of the District.

(f) *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors for the payment of Bonds of the District and amounts on deposit in each interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The property taxes and amounts held in each interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in each interest and sinking fund of the District to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2018 Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to qualify the District for municipal bond insurance for the Series 2018 Bonds and authorize that such insurance be obtained if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Series 2018 Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and

delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized and directed to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The Series 2018 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. Subject to the requirements of Section 15144.2 of the Education Code, the Bond Purchase Agreement may provide that the Series 2018 Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds.

(b) *Selection.* If less than all of the Series 2018 Bonds (Current Interest Bonds, Capital Appreciation Bonds or Convertible Capital Appreciation Bonds), if any, are subject to such redemption and are called for redemption, such Series 2018 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2018 Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2018 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2018 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2018 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2018 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2018 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2018 Bonds and the date of issue of the Series 2018 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2018 Bonds and the dates of maturity or maturities of Series 2018 Bonds to be redeemed; (vi) if less than all of the Series 2018 Bonds of a series of any

maturity are to be redeemed, the distinctive numbers of the Series 2018 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2018 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2018 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2018 Bonds of a series to be redeemed; (ix) a statement that such Series 2018 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2018 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2018 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2018 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2018 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2018 Bonds at the place specified in the notice of redemption, such Series 2018 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2018 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the related interest and sinking fund or the trust fund established for such purpose. All Series 2018 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2018 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the related interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2018 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series 2018 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2018 Bonds there shall be available in the related interest and sinking fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2018 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2018 Bonds to be redeemed upon

presentation and surrender of such Series 2018 Bonds, provided that all monies in the related interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the related interest and sinking fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2018 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the related interest and sinking fund of the District or otherwise held in trust for the payment of redemption price of the Series 2018 Bonds, the monies shall be held in or returned or transferred to any interest and sinking fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2018 Bonds all or any part of the principal, interest and premium, if any, on the Series 2018 Bonds at the times and in the manner provided herein and in the Series 2018 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Series 2018 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2018 Bonds, but only out of monies on deposit in the related interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2018 Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the related interest and sinking fund of the District, be fully sufficient to pay and discharge the indebtedness on such Series 2018 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal or accreted value of, redemption premium, if any, or interest on the Series 2018 Bonds and remaining unclaimed for two years after the principal or accreted value of all of the Series 2018 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to any interest and sinking fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Education does hereby consent to and confirm the appointment of the Treasurer to act as the initial paying agent for the Series 2018 Bonds. The Treasurer is hereby authorized to contract with any third party to perform the services of Paying Agent under this Resolution. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2018 Bonds, or from the related interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the Treasurer. If at any time the Paying Agent shall resign or be removed, the Treasurer shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* Unless otherwise specifically noted, any reference herein to the Paying Agent shall initially mean the Treasurer and his designated agents or his successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent (the “Paying Agent”), and any reference herein to the “principal corporate trust office” of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Series 2018 Bonds shall initially mean the office of the Treasurer or the principal corporate trust office of his designated agent bank or other office of his designated agent bank designated thereby for a particular purpose; provided, however, that in the event that “Paying Agent” shall refer to any successor paying agent, bond registrar, authenticating agent or transfer agent for the Series 2018 Bonds, “principal corporate trust office” shall include the principal corporate trust office or other office of such successor Paying Agent designated thereby for a particular purpose.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Series 2018 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2018 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2018 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Series 2018 Bonds and the Series 2018 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of the Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2018 Bonds of a series maturing in a single year or, if Series 2018 Bonds of the same series maturing in a single year are issued with different interest rates,

additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2018 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2018 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2018 Bond for each maturity shall be executed and delivered (in the case of Current Interest Bonds, in the aggregate principal amount of such Current Interest Bonds then outstanding, in the case of Capital Appreciation Bonds, in the aggregate maturity value of such Capital Appreciation Bonds then outstanding, and in the case of Convertible Capital Appreciation Bonds, in the aggregate accreted value at the Conversion Date of such Convertible Capital Appreciation Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2018 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2018 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2018 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2018 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Series 2018 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an

appropriate notation on the Series 2018 Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2018 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2018 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2018 Bonds.

(e) So long as the outstanding Series 2018 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2018 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2018 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2018 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2018 Bond or Series 2018 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2018 Bond or Series 2018 Bonds, of the same maturity, Interest Date and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by any Owner of Series 2018 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2018 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2018 Bonds for redemption, and (ii) after any Series 2018 Bond has been selected for redemption.

(b) *Exchange.* The Series 2018 Bonds may be exchanged for Series 2018 Bonds of other authorized denominations of the same maturity, Interest Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2018 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2018 Bond or Series 2018 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver,

as provided in Section 4 hereof, a new Series 2018 Bond or Series 2018 Bonds of the same maturity and interest payment mode and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, in the case of Capital Appreciation Bonds, for a like aggregate maturity value, and in the case of Convertible Capital Appreciation Bonds, for a like aggregate accreted value at the Conversion Date). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2018 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2018 Bonds for redemption, and (ii) after any Series 2018 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2018 Bonds shall not be in excess of 5.00%, (b) the interest rates on the Current Interest Bonds and, from and after their Conversion Dates, the Convertible Capital Appreciation Bonds, shall not exceed 8.00% per annum, (c) the Capital Appreciation Bonds and, to their Conversion Dates, the Convertible Capital Appreciation Bond, shall accrete in value at compounded interest rates not to exceed 8.00% per annum, (d) the ratio of total debt service to principal of the Series 2018 Bonds shall not exceed four to one, (e) the annual estimated change in the assessed value of taxable property within the District over the term of the Series 2018 Bonds assumed in the structuring of the Series 2018 Bonds shall not exceed 4.00%, (f) the Underwriters' discount for the sale of Series 2018 Bonds shall not exceed 0.65% of the principal amount of such Series 2018 Bonds exclusive of any costs of issuance the Underwriters contract to pay, and (g) the Series 2018 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2018 Bonds, and with respect to the Current Interest Bonds, shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any, with respect to the Capital Appreciation Bonds, shall recite the date thereof, the initial principal amounts, maturity dates, and maturity values of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any, and with respect to the Convertible Capital Appreciation Bonds, shall recite the date thereof, the initial principal amounts, Conversion Dates, maturity dates, and stated value at the Conversion Date of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

The Board of Education hereby finds and determines that the sale of the Series 2018 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an

increased ability to structure the Series 2018 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriters to pre-market the Series 2018 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. Estimates of the costs associated with the issuance of the Series 2018 Bonds, including any such costs which the Underwriters may agree to pay pursuant to the Bond Purchase Agreement, are set forth on Exhibit D attached hereto and incorporated herein.

In accordance with Section 15146(h) of the Education Code, to the extent not contracted to be paid by the Underwriters, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2018 Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series 2018 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2018 Bonds.

In accordance with subsections (i) and (j) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the related interest and sinking fund of the District proceeds of sale of the Series 2018 Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2018 Bonds for a period of two years from the date of issuance of the Series 2018 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

Section 12. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2018 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series 2018 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Series 2018 Bonds, and its use by the Underwriters in connection with the offering and sale of the Series 2018 Bonds, is hereby authorized and approved. Such Official

Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2018 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2018 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriters.

Section 15. Investment of Proceeds. (a) All funds held in the interest and sinking fund of the District established for the Series 2018 Bonds shall be invested at the discretion of the Treasurer. In the absence of written request from the District, proceeds of the Series 2018 Bonds held in the building fund of the District shall be invested at the sole discretion of the Treasurer pursuant to State law, including Government Code Section 53601 *et. seq.*, as the same may be amended or supplemented from time to time, and the investment policy of the County.

(b) To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, “Investment Agreements”), which comply with the requirements of each rating agency then rating the Series 2018 Bonds necessary in order to maintain the then-current rating on the Series 2018 Bonds. Pursuant to Section 5922 of the Government Code, the Board of Education hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2018 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2018 Bonds and funds held to pay the Series 2018 Bonds.

Section 16. Tax Covenants. (a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on a Tax-Exempt series of Series 2018 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of each Tax-Exempt series of Series 2018 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2018 Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer in writing, and the District shall make its best efforts to ensure that the Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provision of this Section, if the District shall provide to the Treasurer an Opinion of Bond Counsel that any specified action required under this Section is no

longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on Series 2018 Bonds not issued as Taxable Bonds under Section 103 of the Code, the Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of each Tax Certificate with respect to the Series 2018 Bonds not issued as Taxable Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 17. Professional Services. California Financial Services shall serve as municipal advisor to the District for the Series 2018 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2018 Bonds. U.S. Bancorp Investments, Inc. and Piper Jaffray & Co. shall serve as underwriters for the Series 2018 Bonds.

Section 18. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 20. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller the final terms of sale of the Series 2018 Bonds, and to file with the Auditor-Controller and with the Treasurer a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2018 Bonds, and to file with the Treasurer a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller and the Board of Supervisors to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2018 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2018 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2018 Bonds the principal, interest, and premium, if any, due on the Series 2018 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund pursuant to Section 15146 of the Education Code.

Section 21. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Board of Education and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 22. Amendments. This Resolution may be modified or amended without the consent of the Owners in order to cure ambiguities or provide clarification, provided that such modification or amendment does not materially adversely affect the rights of owners of Bonds. For any other purpose, this Resolution may be modified or amended only with the consent of the

Owners of a majority of the aggregate principal amount of all Series 2018 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 21 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2018 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

Section 23. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors authorizing the District to issue and sell the Series 2018 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7 of the Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, July 16, 2018.

President of the Board of Education of the
Paramount Unified School District

ATTEST:

Clerk of the Board of Education of the
Paramount Unified School District

EXHIBIT A

FORM OF CURRENT INTEREST BOND

Number **UNITED STATES OF AMERICA** **Amount**
R-__ **STATE OF CALIFORNIA** **\$ _____**
COUNTY OF LOS ANGELES

PARAMOUNT UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2018B

CURRENT INTEREST BOND

Maturity Date Interest Rate Dated as of CUSIP No.
August 1, 20__ ____% _____, 2018 _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Paramount Unified School District, County of Los Angeles, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on February 1, 2019, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on July 16, 2018 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the paying agent/registrars and transfer agent of the District (the "Paying Agent"), initially the Treasurer and Tax Collector of the County of Los Angeles. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Current Interest Bonds

aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B” (the “Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2016. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2018 (the “Bond Purchase Agreement”), by and between the District and U.S. Bancorp Investments, Inc., on behalf of itself and as representative of Piper Jaffray & Co., as underwriters.

The Current Interest Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Current Interest Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by

order of the Board of Education duly made and entered on its minutes. The Bonds represent an obligation payable out of the related interest and sinking fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Paramount Unified School District, County of Los Angeles, State of California, has caused this bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Paramount Unified School District

Countersigned:

Clerk of the Board of Education of the
Paramount Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**Treasurer and Tax Collector of the
County of Los Angeles, California, as
Paying Agent/Registrar and Transfer
Agent**

By: U.S. Bank National Association, as
agent

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____

Note: Signature must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

Number
CAB-__

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PARAMOUNT UNIFIED SCHOOL DISTRICT

(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2018B

CAPITAL APPRECIATION BOND

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated as of</u>	<u>CUSIP No.</u>
August 1, 20__		_____, 2018	_____

Registered Owner: CEDE & CO.

Initial Principal Amount: _____ DOLLARS

Accreted Value at Maturity: _____ DOLLARS

Paramount Unified School District of the County of Los Angeles, State of California (the "District"), acknowledges itself obligated to and promises to pay, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to such date, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on February 1, 2019, at the Interest Rate specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on July 16, 2018 (the "Resolution"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the paying agent/registrar and transfer agent of the District (the "Paying Agent"), initially the Treasurer and Tax Collector of the County of Los Angeles.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as “Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B” (the “Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2016. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2018 (the “Bond Purchase Agreement”), by and between the District and U.S. Bancorp Investments, Inc., on behalf of itself and as representative of Piper Jaffray & Co., as underwriters.

The Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at maturity (the “maturity value”) or any integral multiple thereof, except that the first numbered Bond may be issued in a denomination such that the maturity value of such Bond shall not be in an integral multiple of \$5,000, and provided that no Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate maturity value of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate maturity value will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond, and that this Bond is in substantially the form prescribed by order of this Board duly made and entered on its minutes. The Bonds represent an obligation payable out of the related interest and sinking fund of the District, and the money for the payment of the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity), shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Paramount Unified School District, County of Los Angeles, State of California, has caused this Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Paramount Unified School District

Countersigned:

Clerk of the Board of Education of the
Paramount Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**Treasurer and Tax Collector of the
County of Los Angeles, California, as
Paying Agent/Registrar and Transfer
Agent**

By: U.S. Bank National Association, as
agent

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____
Note: Signature must be guaranteed by an eligible guarantor institution.

**CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES**

EXHIBIT C

FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

Number **UNITED STATES OF AMERICA**
CCAB-__ **STATE OF CALIFORNIA**
COUNTY OF LOS ANGELES

PARAMOUNT UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2018B

CONVERTIBLE CAPITAL APPRECIATION BOND

Maturity Date	Interest Rate	Conversion Date	Dated as of	CUSIP No.
August 1, 20__			_____, 2018	_____

Registered Owner: **CEDE & CO.**

Initial Principal Amount: _____ DOLLARS

Accreted Value at Conversion Date: _____ DOLLARS

Paramount Unified School District of the County of Los Angeles, State of California (the “District”), acknowledges itself obligated to and promises to pay, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to the Conversion Date specified above, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on February 1, 2019, at the Interest Rate per annum specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, and from and after said Conversion Date to pay interest on said accreted value as of said Conversion Date in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date) at the Interest Rate per annum stated above, payable commencing on the February 1 or August 1 first following said Conversion Date, and thereafter on February 1 and August 1 in each year, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on July 16, 2018 (the “Resolution”), upon the surrender hereof at the principal corporate trust office of the paying agent/registrars and transfer agent of the District (the “Paying Agent”), initially the Treasurer and Tax Collector of the County of Los Angeles. The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over

any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the Paying Agent. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Current Interest Bonds aggregating at least \$1,000,000 in accreted value as of the Conversion Date, interest will be paid by wire transfer in immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as "Paramount Unified School District (Los Angeles County, California) General Obligation Bonds, Election of 2016, Series 2018B" (the "Bonds"). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2016. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2018 (the "Bond Purchase Agreement"), by and between the District and U.S. Bancorp Investments, Inc., on behalf of itself and as representative of Piper Jaffray & Co., as underwriters.

The Convertible Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at the Conversion Date or any integral multiple thereof, provided that no Convertible Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate maturity value of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate maturity value will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond, and that this Bond is in substantially the form prescribed by order of this Board duly made and entered on its minutes. The Bonds represent an obligation payable out of the related interest and sinking fund of the District, and the money for the payment of the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity), shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Paramount Unified School District, County of Los Angeles, State of California, has caused this Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Education of the
Paramount Unified School District

Countersigned:

Clerk of the Board of Education of the
Paramount Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**Treasurer and Tax Collector of the
County of Los Angeles, California, as
Paying Agent/Registrar and Transfer
Agent**

By: U.S. Bank National Association, as
agent

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____

Note: Signature must be guaranteed by an eligible guarantor institution.

CONVERTIBLE CAPITAL APPRECIATION BOND
TABLE OF ACCRETED VALUES

EXHIBIT D

GOOD FAITH ESTIMATES

The following information was obtained from California Financial Services, municipal advisor to the District, in connection with the bonds approved in the attached Resolution (the “Series 2018 Bonds”), and is provided in compliance with Section 15146(b)(4) of the California Education Code and Section 5852.1 of the California Government Code with respect to the Series 2018 Bonds:

1. *True Interest Cost of the Series 2018 Bonds.* Assuming the maximum aggregate principal amount of the Series 2018 Bonds authorized (\$30,500,000) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Series 2018 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2018 Bonds, is 5.00%.

2. *Finance Charge of the Series 2018 Bonds.* Assuming the maximum aggregate principal amount of the Series 2018 Bonds authorized (\$30,500,000) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Series 2018 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2018 Bonds), is \$570,877, as follows:

a) Underwriters’ Discount	\$198,250
b) Credit Enhancement	80,127*
c) Bond Counsel and Disbursements	75,000
d) Disclosure Counsel and Disbursements	30,000
e) Municipal Advisor and Disbursements	97,500
f) Rating Agency	65,000
g) Other Expenses	25,000

* A municipal bond insurance policy with respect to the Series 2018 Bonds will be obtained only if economically advantageous to the District as determined by an Authorized Officer of the District.

3. *Amount of Proceeds to be received.* Assuming the maximum aggregate principal amount of the Series 2018 Bonds authorized (\$30,500,000) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2018 Bonds less the finance charge of the Series 2018 Bonds described in 2 above and any reserves or capitalized interest paid or funded with proceeds of the Series 2018 Bonds, is \$30,207,500.

4. *Total Payment Amount.* Assuming the maximum aggregate principal amount of the Series 2018 Bonds authorized (\$30,500,000) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2018 Bonds plus the finance charge of the Series 2018 Bonds described in paragraph 2

above not paid with the proceeds of the Series 2018 Bonds, calculated to the final maturity of the Series 2018 Bonds, is \$64,101,291.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Series 2018 Bond sales, the amount of Series 2018 Bonds sold, the amortization of the Series 2018 Bonds sold and market interest rates at the time of each sale. The date or dates of sale and the amount of Series 2018 Bonds sold will be determined by the District based on need for project funds and other factors. The actual interest rates at which the Series 2018 Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Series 2018 Bonds will also depend, in part, on market interest rates at the time of each sale. Market interest rates are affected by economic and other factors beyond the District's control. The Board of Education has approved the issuance of the Series 2018 Bonds with a maximum true interest cost of 5.00%.

EXHIBIT E

DISCLOSURE REQUIRED BY CALIFORNIA EDUCATION CODE 15146(b) and 154146(c)

1. **Financing term and time of maturity of the bonds:** Illustrative Option 1 below is based on the estimated issuance of the District’s planned 2016 Measure I – 2018 Series “B” Bonds utilizing a combination of current interest bonds (“CIBs”), convertible capital appreciation bonds (“CCABs”), and capital appreciation bonds (“CABs”). Illustrative Option 2 below is based on the estimated issuance of the District’s planned 2016 Measure I – 2018 Series “B” Bonds utilizing only CIBs.

Illustrative Option 1 <i>MIX of CIBs, CCABs, & CABs</i>					Illustrative Option 2 <i>Current Interest Bonds ("CIBs") ONLY</i>	
Bond Types		CIBs	CABs/CCABs	MIX Bond Types	Bond Types	CIBs
Principal Amt.		\$18,000,000	\$12,304,021	\$30,304,021	Principal Amt.	\$25,000,000
Year (Aug. 1)		CIB Estimated Payments	CAB Estimated Payments	COMBINED Estimated Pmts.	Year (Aug. 1)	CIB Estimated Payments
Term	2018	Issue	Issue	Issue	2018	Issue
1	2019	\$1,044,198	-----	\$1,044,198	2019	\$1,044,198
2	2020	1,078,775	-----	1,078,775	2020	1,078,775
3	2021	809,813	-----	809,813	2021	1,140,954
4	2022	833,628	-----	833,628	2022	1,175,183
5	2023	858,858	-----	858,858	2023	1,210,438
6	2024	1,033,616	-----	1,033,616	2024	1,246,751
7	2025	1,072,545	-----	1,072,545	2025	1,284,154
8	2026	1,112,152	-----	1,112,152	2026	1,322,679
9	2027	679,665	1,140,000	1,819,665	2027	1,362,359
10	2028	694,595	1,190,000	1,884,595	2028	1,403,230
11	2029	724,045	1,230,000	1,954,045	2029	1,445,327
12	2030	797,450	1,350,000	2,147,450	2030	1,488,687
13	2031	833,180	1,400,000	2,233,180	2031	1,533,348
14	2032	860,246	1,460,000	2,320,246	2032	1,579,348
15	2033	892,038	1,520,000	2,412,038	2033	1,626,728
16	2034	928,999	1,580,000	2,508,999	2034	1,675,530
17	2035	973,429	1,640,000	2,613,429	2035	1,725,796
18	2036	1,016,978	1,710,000	2,726,978	2036	1,777,570
19	2037	1,051,185	1,790,000	2,841,185	2037	1,830,897
20	2038	1,102,377	1,860,000	2,962,377	2038	1,885,824
21	2039	1,148,107	1,940,000	3,088,107	2039	1,942,399
22	2040	1,191,008	2,030,000	3,221,008	2040	2,000,671
23	2041	1,248,568	2,110,000	3,358,568	2041	2,060,691
24	2042	1,298,790	2,200,000	3,498,790	2042	2,122,512
25	2043	2,178,121	-----	2,178,121	2043	2,186,187
26	2044	2,278,315	-----	2,278,315	2044	2,251,773
27	2045	2,383,117	-----	2,383,117	2045	2,319,326
28	2046	2,492,740	-----	2,492,740	2046	2,388,906
29	2047	2,607,406	-----	2,607,406	2047	2,460,573
30	2048	2,727,347	-----	2,727,347	2048	2,534,390
Payment Total =		\$37,951,291	\$26,150,000	\$64,101,291	Total =	\$51,105,204
Payment Ratio =		2.1084	2.1253	2.1153	Ratio =	2.0442

* Represents the estimated net payment amounts for tax roll purposes remaining after the credit of capitalized interest.

2. **Estimated change in assessed value (“AV”) of taxable property within the District over the term of the bonds:** The tables below compares the District’s historical average AV to the annual AV estimate utilized for the District’s planned 2016 Measure I – 2018 Series “B” Bond issue.

Historical Avg. AV Increase	
28 Year Avg. =	4.571%
District Latest AV Increase	
FY 2017-18 =	3.510%

Annual Estimate =	2019-2024	3.00%
Annual Estimate =	2025-2029	3.50%
Annual Estimate =	2030-2034	3.75%
Annual Estimate =	2035-2048	4.00%
Avg. Estimate =	2019-2048	3.68%

3. **Comparison of overall impact of issuing bonds with and without CCABs and CABs:** The table below compares the estimated bond principal amounts and repayment ratios that would be generated under Illustrative Option 1 (MIX of bond types) and Illustrative Option 2 (CIBs ONLY) for the District’s planned 2016 Measure I – 2018 Series “B” Bond issue.

	2018 Series "B" <i>Principal Amount</i>	2018 Series "B" <i>Repayment Ratio</i>
Illustrative Option 1 (MIX of Bond Types)	\$30,304,021	2.1153
Illustrative Option 2 (CIBs ONLY)	<u>25,000,000</u>	<u>2.0442</u>
Difference =	\$5,304,021	0.0711

4. **Reasons for recommending Illustrative Option 1:** The issuance of the planned 2016 Measure I – 2018 Series “B” Bond issue with a mix of CIBs, CCABs, and CABs enables the District to meet the following objectives:

- ***Current School Project Objective:*** The District can increase the amount of Measure I Bond principal issued in the 2018 Series “B” Bond issue by approximately \$5.304 million to fund the current authorized school projects.
- ***Future School Project Objective:*** The District can substantially increase the amount of Measure I Bond principal issued in future Bond Series to fund the authorized school projects over the planned 10-year issuance timeframe.
- ***Tax-Rate Objective:*** The District can generate the additional authorized school projects funded in the future Measure I Bond Series while maintaining the District’s annual estimated tax-rate limitations.

Additionally, the District can reduce the future Measure I Bond Series payments and resulting repayment ratios needed to issue the balance of the Measure I Bond authorization by issuing the 2016 Measure I – 2018 Series “B” Bonds with a mix of CIBs, CCABs, and CABs.

CLERK'S CERTIFICATE

I, Sonya Cuellar, Clerk of the Board of Education of the Paramount Unified School District, County of Los Angeles, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on July 16, 2018, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 15110 California Avenue, Paramount, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2018

Clerk of the Board of Education of
Paramount Unified School District

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent–Educational Services
DATE: July 16, 2018
SUBJECT: Golden Bell Award Application for Tanner Elementary School

BACKGROUND INFORMATION:

Tanner Elementary School has submitted an application for the California School Board Association’s Golden Bell Award. The Golden Bell Award promotes excellence in education by recognizing outstanding programs and governance practices of school boards in California. The focus for Tanner’s application is how the school has increased opportunities for parent involvement. Schools with applications that move to the next phase of the process, which involves a school visit, will be announced in October. A copy of the application, which was submitted by the due date of June 22nd, is attached under separate cover.

PREPARED BY:

Deborah Stark, Assistant Superintendent – Educational Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: July 16, 2018
SUBJECT: Beginning and Ending Times for Schools

BACKGROUND INFORMATION:

The beginning and ending times for schools for the 2018-19 school year are presented. All schools comply with required instructional minutes.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time.
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation.

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held will be held to high expectations for achievement and will meet or exceed the standards.



Paramount Unified School District Educational Services

2018-19 Beginning and Ending Times for Schools

School	Grade	Regular Day	Minimum Day	School	Grade	Regular Day	Minimum Day	
Alondra	6-8	8:00-2:15	8:00-12:51	Paramount Park	6-8	8:00-2:20	8:00-12:54	
Collins	TK/K TK/K* K** 1-3 4-5	8:30-12:08 8:30-1:40 1:40-2:23 8:30-2:38 8:30-2:50	8:30-1:25	Roosevelt	TK/K TK/K* K** 1-3 4-5	8:15-11:38 8:15-1:25 1:25-2:08 8:15-2:23 8:15-2:35	8:15-1:10	
Gaines	TK/K TK/K* K** 1-3	8:15-11:38 8:15-1:30 1:30-2:13 8:15-2:13	8:15-1:13	Tanner	TK/K TK/K* K** 1-3 4-5	8:20-11:43 8:20-1:30 1:43-2:25 8:20-2:28 8:20-2:40	8:20-1:15	
Hollydale	TK/K TK/K* K** 1-3 4-5 6-8	8:20-11:43 8:20-1:15 1:15-1:58 8:20-2:28 8:20-2:40 8:20-2:40	8:20-1:15	Wirtz	TK/K TK/K* K** 1-3 4-5	8:15-11:38 8:15-1:10 1:10-1:53 8:15-2:08 8:15-2:25	8:15-12:55 8:15-1:10	
Jackson	4-5 6-8	8:00-2:15 8:00-2:15	8:00-12:50	Zamboni	6-8	8:00-2:20	8:00-12:55	
Jefferson	K K* K** 1-3 4-5	8:15-11:38 8:15-1:25 1:25-2:08 8:15-2:13 8:15-2:30	8:15-1:10	Buena Vista	9-12	<u>Session I</u> 8:55-11:59 <u>Session II</u> 12:37 - 3:37	8:55-11:57 8:55-11:57	
Keppel	TK/K TK/K* K** 1-3 4-5	8:15-11:38 8:15-1:25 1:25-2:08 8:15-2:23 8:15-2:35	8:15-1:10	Community Day School	7-12	7:45-2:45		
Lincoln	TK/K TK/K* K** 1-3 4-5	8:15-11:38 8:15-1:25 1:25-2:08 8:15-2:26 8:15-2:33	8:15-1:10 8:15-1:11	Odyssey STEM Academy	9	8:42-3:39	8:42-1:15	
Los Cerritos	TK/K TK/K* K** 1-3 4-5	8:15-11:38 8:15-1:25 1:25-2:08 8:15-2:28 8:15-2:30	8:15-1:10 8:15-1:15	PHS	10-12	8:05-2:55	8:05-12:05	
Mokler	TK/K TK/K* K** 1-3 4-5	8:15-11:40 8:15-1:25 1:25-2:08 8:15-2:23 8:15-2:30	8:15-1:10 8:15-1:05	PHS-West	9	8:05-2:55	8:05-12:05	
<p>Early Childhood Education Preschool and Extended Day Care</p>								
		Preschool	Session I					Session II
		Collins	8:15-11:15					
		Gaines - Room 1	7:50-10:50					12:00-3:00
		Gaines - Room 2	7:50-10:50					12:00-3:00
		Hollydale	7:50-10:50					12:00-3:00
		Keppel	7:50-10:50					12:00-3:00
		Mokler	7:50-10:50					12:00-3:00
		Wirtz	7:50-10:50					12:00-3:00
		Zamboni	7:50-10:50					12:00-3:00

* The extended day Transitional Kindergarten and Kindergarten schedule will begin September 17, 2018.

** Targeted Instruction will begin October 1, 2018.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent-Business Services
DATE: July 16, 2018
SUBJECT: Bid Summary – Flooring and Taxi Service Program

BACKGROUND INFORMATION:

At the meeting of April 23, 2018 and June 11, 2018, the Board of Education authorized staff to seek bids for flooring and taxi transportation service.

The summary below reflects the pricing:

Flooring

Vendor	Pricing for Sample Project:	
	Carpet/Flooring	Restroom Tile
Signature Flooring, Inc.	\$17,846.05	No Bid
Floor Technology Group	\$24,262.50	\$20,790.00

The companies listed above in bold were awarded the contract.

Taxi Service Program

Vendor	Sample Student Scenario - Amount	
Administrative Services Cooperative, Inc.	\$1,654,642	\$64.00 / base round trip
Zūm Services, Inc.	\$2,254,954	\$90.00/ base round trip

The company listed above in bold was awarded the contract.

PREPARED BY:

Cindy DiPaola, Director-Operations

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 3: Positive Climate and Environments Conducive to Learning

- Goal 2: Create positive, supportive, and caring relationships between all students, teachers, site leaders and District leadership