

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 October 8, 2018

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

Pledge of Allegiance Cindy DiPaola, Director-Maintenance & Operations, 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

Debbie 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 Beatriz Spelker-Levi, Director-Personnel

Chris Stamm, Director-Student Nutrition Services

Jim Wolff, Director-Technology

Elizabeth Salcido, Principal-Paramount High School-West Campus

Holly Hennessy, Principal-Howard Tanner Elementary

Alicia Megofna, Assistant Principal-Paramount High School-West

Campus

Hector Lujan, Assistant Principal-Paramount Adult School

Approve Agenda October 8, 2018

1.336

Trustee Anderson moved, Trustee Garcia seconded the motion and the motion carried 5-0 to approve the agenda of the Regular Meeting of

October 8, 2018.

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

Regular Meeting Minutes September 24, 2018 1.337 Trustee Cuellar moved, Trustee Peña seconded the motion and the motion carried 5-0 to approve the minutes of the Regular Meeting of September 24, 2018.

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

REPORTS

Student Board Representatives Jaqueline Lopez-Paramount High School, Henessy Ochoa-Paramount High School-West, Adela Carmody-Buena Vista High School and Jazmin Hernandez-Paramount Adult School reported on school academics, athletic and extra-curricular activities.

Employee Representative Reports

There was no CSEA representative in attendance.

Kim Goforth, TAP President greeted all in attendance and stated that it was great to have the students in attendance. She shared that in the last couple of weeks, she visited five schools. She mentioned that it's half way to the first quarter of school year and that K-8 parent conferences will be coming soon.

Lastly, she informed the Board that she will be attending a conference in St. Louis, soon. It will be her fist time visiting that city.

Board Members' Reports

Trustee Anderson attended PHS Homecoming game; PHS won. She attended the Homecoming dance for which students of Culinary Arts at PHS made the desserts, Back-to-School at the West Campus, the Our Lady of the Rosary Church Fiesta, Ad Hoc, and PTA's monthly meeting.

She reported that she has been checking out on the traffic situation at Alondra and thanked Jessie Flores on his efforts to improve the flow of traffic.

Trustee Cuellar attended a conference to keep updated with personnel laws

Trustee Garcia attended PHS Homecoming game and the alumni Class of '67 picnic at Paramount Park. She reminded everyone that the Dia de los Muertos Festival will be on October 21, 2018.

The American Legion attended a Tepic Cities meeting. There will be a Veterans' Day Memorial in November, a flyer will be provided, soon. Ms. Garcia's employer held an active shooter conference where she received amazing information.

Trustee Hansen attended Back-to-School at Buena Vista and Odyssey. She spoke to students about Schoology and learned that students love it. She also attended College Night at PHS, the Ad Hoc meeting, joined a planning meeting for a Parent Fair to be held on October 20, 2018 at Progress Park, flyers have been distributed.

Trustee Peña attended the College Night at PHS, the PHS football game vs. Downey, the Homecoming game, Tanner and Collins schools' 5th grade GRIP program, and Lakewood's Chamber State of the State Conference in which Speaker Rendon was in attendance.

Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- Superintendent Pérez reported that Vision to Learn has provided eye examinations to some Paramount USD students. 300 of those students need glasses. As of now, seven schools have been served and by the end of November all of the students attending Paramount USD schools would have been screened.
- Dr. Pérez informed the Board that the district-wide MESA kickoff will be held on October 13, 2018 at PHS starting at 7:30 a.m.

Parent Recognition

The Board of Education and Superintendent Dr. Pérez recognized Mr. Rigoberto Sanchez and his family for their generosity in donating computer tablets to Ms. Mora's 1st grade class at Howard Tanner Elementary by providing them with a Certificate of Recognition.

Mr. Sanchez and his wife humbly accepted the certificate.

Environmental Updates: Air Quality and Vector Control

Mr. Frutos provided three updates regarding air quality and vector control.

Air quality

A short video was shown showcasing the joint testing with L. A. Department of Public Health at Lincoln and Gaines schools. Two teams were on hand for the efforts. They were identified in the video by their outfits. The County personnel wore the blue outfits and the District team wore the green outfits. The testing consisted of smelling the air and surfacing sampling by both teams, as well as obtaining samples from the rooftops. In total, there were three scientists present, an environmental expert, a toxicology expert, and a geologist.

There were two sets of samples taken in full cooperative effort. With a reconfirmation that the negative results where great indicators that no materials were found, while the samples were taken during different seasons.

All three scientist concur that the results are good. A third wave of results will be presented to the Board.

The L. A. Department of Public Health's consultant, Layton, commented that they were impressed by the expertise of the District consultant, which is Executive Environmental and that they were very thorough. Further, the L. A. Department of Public Health praised the District's team.

Vector Control

Mr. Frutos informed the Board of the new partnership with Vector Control of L. A. County. Their team joined a team of Paramount USD staff in a tour of Zamboni Middle School. The main purpose of tour was to provide guidance to Paramount USD staff in vector control/prevention. While on the tour, Vector Control noticed a deficiency across the street of the school. Apparently, there are some

condominiums that collect water, which attract and host mosquitoes. As a result, the mosquitoes travel to the school site and target the students and staff. Such insightful information and meaningful partnership is of great value to our District.

Mr. Frutos introduced Ms. Kelly Middleton, Director of Community Affair from Vector Control of L. A. County, which is an independent district. Vector Control serves 7 million residents, including Paramount's residents. They do disease surveillance, mosquito management, and outreach programs to name a few of their responsibilities.

L. A. County and other counties have been the target of the invasive Aedes Mosquitoes that are in season all year long and seem to be aggressive even during the day. It seems that neither cold weather or normal pesticides (like those used for honeybees) affect the insects. Therefore, educating the public is a good way to keep the pest at bay.

The website for the Greater Los Angeles County Vector Control District is https://www.glacvcd.org

Gas Odor at Wirtz Elementary

Mr. Frutos updated the Board concerning gas odors at Wirtz Elementary. The District spoke to the principal at Wirtz, with staff from Paramount USD's Maintenance & Operations, and the Gas Company. According to all three sources, no odors were detected. If there is a report of an odor of gas, Paramount USD's Maintenance & Operations staff immediately contacts the Gas Company. The procedures that are in place by the District were explained to the Board.

LCAP Highlight – Cognitively Guided Instruction in Math (CGI)

Ms. Kelly Morales, Facilitator of Instructional Improvement provided a description as to how the LCAP provides services to improve student achievement in math and provided an update on the implementation of Cognitively Guided Instruction (CGI) in K-5 mathematics classrooms.

Information was provided as to what is CGI, how CGI is different from traditional math instruction and how CGI addresses the Standards of Mathematical Practice.

Lastly, The CGI Implementation Timeline was provided and analyzed.

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

2018 SBAC Assessment Results

Dr. Smith, Assistant Superintendent of Secondary Education Services Provided the SBAC ELA and Math results of students in grades 3-5, grades 6-8, and 11th grade.

2015 was the first year that the SBAC was given. The results are colored by levels. Blue means the standard was exceeded, green means standard met, yellow means nearly met, and red means standard was not met.

When Paramount USD is compared with other similar local districts in the SBAC ELA and Math it is determined that Paramount USD is at 94% met or exceeded standards vs. Compton USD at 92% and vs. Lynwood USD at 92%

BOARD MEETING CALENDAR

The full version of the presentation is available on the District website. There were no changes to the Board meeting calendar.

HEARING SECTION

Sara Patricia Huezo, community member comes as a concern parent with the following concerns:

It is mid-October and she looked at the websites for Gaines, Wirtz, and other schools and noticed that they did not have funding for the GATE program posted in their school site plans. When will the GATE program be established. GATE is very important to children.

She took an informal survey with regards to the lunch program, a lot of children do not like taco Tuesday. Is there a way to look at the number they enter to determine the quantity, because parents pack the lunch students.

Indoor testing, she doesn't understand why the District does not inform them that testing will take place. She has been asking since July 21st. She wants to be informed.

CONSENT ITEMS

0.338

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

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

Human Resources

Personnel Report 18-05 2.338 Accepted Personnel Report 18-05, 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.

Educational Services

Consultant and Contract Services 3.338 Approved the consultant and contract services request authorizing contracts with consultants or independent contractors who provide specialized services, as submitted.

Overnight and/or Out-of-County Study Trips 3.338 Approved the overnight and/or out-of-county study trips for students consistent with the District policies and instructional programs.

Business Services

Purchase Order Report 18-05 4.338

Approved Purchase Order Report 18-05 authorizing the purchase of supplies, equipment, and services for the District.

Acceptance of Donations 4.338

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.

ACTION ITEMS

Human Resources

Update Job Description for Director of Nutrition Services 2.339

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to Approve the revisions to the job description for the position of Director of Nutrition Services.

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

Fieldwork Experience Agreement with Concordia University 2.340 Trustee Anderson moved, Trustee Peña seconded, and the motion carried 5-0 to Approve the agreement with Concordia University for participation in fieldwork experience.

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

Educational Services

Attorney Fees and Settlement Agreement for a Special Education Student 3.341

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

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

Nonpublic School Placement for Special Education Students for 2018-19 3.342 Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the placement for special education students in nonpublic schools as determined by the students' Individual Education Plan for the 2018-19 school year.

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

Public Hearing – Sufficiency of Instructional Materials 3.343

Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to approve to conduct a Public Hearing regarding the Sufficiency of Instructional Materials for the 2018-19 school year.

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

Trustee Cuellar moved, Trustee Garcia seconded, and the motion carried 5-0 to close the Public Hearing regarding the Sufficiency of Instructional Materials for the 2018-2019 school year.

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

Resolution 18-09 Sufficiency of Instructional Materials 3.344

Trustee Garcia moved, Trustee Anderson seconded, and the motion carried 5-0 to adopt Resolution 18-09, assuring compliance with Education Code Section 60119 for State funds receivable for instructional materials for the 2018-19 school year.

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

Revised Board Policy 5134 – Pregnant and Parent Teens'
Program
3.345

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to accept for second reading and adoption proposed revised Board Policy 5134 – <u>Pregnant and Parent Teens' Program</u>.

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

Business Services

Bid Summaries – Field Service Contracts 4.346 Trustee Anderson moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the above-mentioned contracts to the lowest responsive bidders as identified above.

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

CONFERENCE ITEMS

Educational Services

Revised Board Policy 5121 – Grades/Evaluation of Student Achievement The Board accepted for first reading Board Policy 5121 – <u>Grades/Evaluation of Student Achievement</u> which reflects current State requirements.

INFORMATION ITEMS

These items are intended to keep the Board informed on various District business matters that do not require formal action by the Board.

Educational Services

Williams Settlement Quarterly Uniform Complaint Summary

The Board received as information the required Williams Settlement Quarterly Uniform Complaint Summary for the first quarter July 1 – September 30, 2018

ANNOUNCEMENTS

President Hansen reported that the next Regular Meeting would be Monday, October 22, 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 7:24 p.m. to discuss, Public Employee Performance/Evaluation (Superintendent), and Board hearing to consider readmittance of Student #1.

OPEN SESSION

The Board reconvened to Regular Session at 9:37 p.m. President Hansen reported that they discussed Conference with Legal Counsel-Anticipated Litigation, Conference with Labor Negotiator, Public Employee Performance/Evaluation (Superintendent) and Public Employee Discipline/Dismissal/Release.

The following action was taken in Closed Session:

Student Discipline Student #1 3.347 Trustee Peña moved, Trustee Anderson seconded, and the motion carried 5-0 to allow student #1 to return and attend Paramount Community School for the remainder of the 1st semester of the 2018-19 school year.

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

ADJOURNMENT

Trustee Cuellar moved, Trustee Anderson seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on September 24, 2018 at 9:38 p.m.

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

	Ruth Pérez, Secretary To the Board of Education
President	•

Vice President/Clerk

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

DATE: October 22, 2018

SUBJECT: Personnel Report 18-06

BACKGROUND INFORMATION:

Following is Personnel Report 18-06, 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 18-06 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

			CLASS		EFFEC	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
EMPLOYMENT *Alcantar, Nicole *Ashton, Cynthia *Avila, Johnny *Avila, Kevin *Castilla, Luz *Gonzalez, Olga *Gonzalez, Wendy *Hernandez, Claudia *Herrera, Priscilla *Jones, Sarah *Kim, Ellisa *Lara, Luis *Mancilla, Daniella *Martinez, Sandra	Substitute Teacher on-call, as needed	District		\$150 General Fund	10-01-18 10-02-18 10-02-18 10-01-18 10-01-18 10-03-18 10-02-18 10-01-18 10-02-18 10-01-18 10-01-18 10-01-18 10-03-18 10-01-18	
ADDITIONAL ASSIGNMENT *Aparicio, Michelle	Home/Hospital Teacher	Special Education		HOURLY \$38.00 Special Education	08-30-18	06-13-19
*Tran, Annemarie	Home/Hospital Teacher	Student Services		\$38.00 General Fund	10-01-18	06-13-19
*Barton, Amie *Brainard, Richard *Carser, David *Colenzo, Rocco *Gonzales, Jason *Griffith-Wu, Isela *Hansbury, Laura *Hernandez, Martin *Humble, Christine *Hunt, Anjanett *James, Richard *Muller, Monserrat *Marsh, Erin *Nasouf, Mutah	Team Building and Collaboration NTE 250 hrs. each	Alondra		\$38.00 LCAP**	09-26-18	12-14-18

^{*}Ratification **Local Control Accountability Plan

			CLASS		EFFEC	TIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
ADDITIONAL ASSIGNMENT continued *Otte, John *Pulido, Margarita *Rice, Christopher *Shaw, Veronica *Uriarte, Jose *Wolf, Christina	Team Building and Collaboration NTE 250 hrs. each	Alondra		#OURLY \$38.00 LCAP**	09-26-18	12-14-18
*Besler, Denise *Cuneo, Mark *Dary, Debra *Edwards, Rosa *Figueroa, Jovanna *Lopez, Maria *Marin, Jesus *Olmos, Crystal *Spurling, Trenise *Valdivia, Samantha	Support for AVID Students NTE 30 hrs.	Hollydale		\$38.00 LCAP	09-24-18	12-14-18
*Angulo, Daniel *Aparicio, Michelle *Bakkers, Christine *Bradley, Tawny *Carrillo, Elaine *Chipman, Ashley *Cuneo, Mark *Dary, Debra *Diaz, Vicente *Eakle, Casandra *Espinoza, Imelda *Figueroa, Jovanna *Genchi, Selest *Gomez, Jennifer *Gonzalez, Javier *Hatch, Carrie	Support for GATE NTE 20 hrs.	Hollydale		\$38.00 LCAP	10-01-18	12-14-18

^{*}Ratification **Local Control Accountability Plan

			CLASS		EFFE	CTIVE	
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то	
ADDITIONAL ASSIGNMENT continued *Holguin, Christopher *Hong, Michelle *Jimenez, Jeane *Kanz, Charla *Koch, Jason *Ledezma, Alicia *Lenox, Janel *Lujan-Gonzalez, Mercedes *Marin, Jesus *Miller, Ane *Moor, Susan *Morones, Georgina *Naranjo, Benedicta *Navarro, Candice *Nekomoto, Amber *O'Donnell, Michael *Olmos, Crystal *Pajaro, Amy *Plascencia, Monica *Rivera, Jenara *Saenz-Lopez, Gisela *Sanchez-Ferrell, Belinda *Siordia, Stephanie *Strader, Marisol *Valdivia, Samantha *Van de Velde, Dale	Support for GATE NTE 20 hrs.	Hollydale		#OURLY \$38.00 LCAP**	10-01-18	12-14-18	

^{*}Ratification **Local Control Accountability Plan

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
ADDITIONAL ASSIGNMENT continued *Vanoy, Annmarie *Van Remortel- Gerber, Sandra *Wulkowicz, James	Support for GATE NTE 20 hrs.	Hollydale		HOURLY \$38.00 LCAP**	10-01-18	12-14-18
*Aparicio, Michelle *Cianci, Anna	Saturday School NTE 4.5 hrs. each	Paramount High-Senior		\$38.00 LCAP	09-15-18	06-08-19
*Gutierrez, Karina	Assist with Testing NTE 5 hrs.	Paramount High-Senior		\$38.00 General Fund	08-16-18	
*Arroyo, Janeth *Caporal, Monica	Back to School Night NTE 4 hrs.	Paramount Park		\$38.00 Title I	09-20-18	
*Ramirez, Brenda	Language Arts Intervention NTE 215 hrs.	Wirtz		\$38.00 LCAP	08-22-18	10-26-18
*Martin, Christie *Reno, Teresa	GATE Tutoring After School NTE 12 hrs.	Wirtz		\$38.00 LCAP	09-25-18	10-30-18
EXTRA PERIOD ASSIGNMENT *Guggiana, John *Healy, Daniel	Advisory	Paramount High-Senior		1/6 th Daily Rate LCAP	08-22-18 09-07-18	06-13-19 06-13-19
*Besler, Denise	Lead Teacher	Educational Services		STIPEND \$692 LCAP	08-16-17	06-07-18
*Diaz, Vicente	6-8 PE After School Intramural Program	Hollydale		\$692 LCAP	08-16-17	06-07-18

^{*}Ratification **Local Control Accountability Plan

			CLASS		EFFECTIVE	
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
STIPEND continued *Lozano, Christopher	Sports Advisor	Paramount Park		STIPEND \$712 LCAP**	08-27-18	06-03-19
*Prepuk, Ronica	Cheerleading	Paramount Park		\$712 LCAP	08-27-18	06-03-19
*Prepuk, Ronica	Girls' Volleyball	Paramount Park		\$177 LCAP	08-27-18	10-26-18
*Zamora, Josue	Football	Paramount Park		\$177 LCAP	08-27-18	10-26-18
*Lozano, Christopher	Boys' Volleyball	Paramount Park		\$177 LCAP	10-01-18	12-14-18
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^{*}Ratification **Local Control Accountability Plan

				EFFECTIVE		
NAME	POSITION	LOCATION	DESCRIPTION	FROM	ТО	
RESIGNATION						
RESIGNATION Rundblade, Rodney	Teacher	Paramount High-Senior	Personal	10-07-18		
Alvarez, Arlene	Teacher	Paramount Park	Personal	09-21-18		
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PERSONNEL REPORT 18-06 **OCTOBER 22, 2108 CLASSIFIED PERSONNEL**

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
Employment *Montes, Wendy	Nutrition Services Worker 2 hrs. per day/10 mo.	Buena Vista	109-I	Monthly 25% of \$2,630 SNS**	10-03-18	
*Aguirre Jr., Juan	Athletic Trainer/ Equipment Technician 8 hrs. per day/11 mo.	Paramount High-Senior	119-I	\$3,367 General Fund	10-04-18	
*Blanco, Leticia	Library Technician 3 hrs. per day/10 mo.	Paramount High-Senior	116-I	37.5% of \$3,126 General Fund	09-24-18	
*Short Term *Lopez, Melissa	Instructional Assistant – Sp. Ed. NTE 20 hrs.	Educational Services - Secondary	112-I	Hourly \$16.33 LCAP***	08-03-18	09-28-18
*Rawles-Flora, Cynthia	Instructional Tutor/ Mentor NTE 20 hrs.	Educational Services - Secondary	111-I	\$15.94 LCAP	08-03-18	09-28-18
*Gutierrez, Christine *Hernandez, Nathan *Lopez, Cecilia *Munguia, Andrea *Plascencia-Gomez,	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day each	Special Education	112-I	\$16.33 Special Education	10-01-18 10-08-18 10-05-18 10-04-18 10-05-18	12-14-18
Nestor *Sepulveda Inzunza,					10-04-18	
Anayeli *Zimmerman, Vincent					10-01-18	
*Thompson, Ian	Instructional Assistant – SE/SH NTE 3 hrs. per day	Special Education	115-I	\$17.60 Special Education	10-03-18	12-14-18
*Martinez Menjivar, Danny	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Odyssey	112-I	\$16.33 Special Education	10-01-18	12-14-18
*Camasho, Justina *Garcia, Carla	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Paramount High-Senior	115-I	\$17.60 Special Education	10-01-18	12-14-18

^{*} Ratification

^{**} Student Nutrition Services *** Local Control Accountability Plan

PERSONNEL REPORT 18-06 **OCTOBER 22, 2108 CLASSIFIED PERSONNEL**

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
Short Term continued *Espinosa, Genesis	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Zamboni	112-I	Hourly \$16.33 Special Education	10-01-18	12-14-18
Substitute, on call *Carlos, Blanca	Nutrition Services Worker	Student Nutrition Services	109-I	Hourly \$15.17 SNS	09-21-18	
College Tutor *Rodriguez, Marlene	College Tutor NTE 20 hrs.per week	Paramount High-Senior		Hourly \$13.50 LCAP	10-03-18	01-24-19
*Castillo, Michael *LaRocco, Michelle *Mendoza, Moises *Soto, Angela *Valencia Diaz, Sandra	College Tutor NTE 8 hrs. per week each	Zamboni		\$13.50 LCAP	09-01-18	12-14-18
ADDITIONAL ASSIGNMENT Short Term *Veliz, Eilene	Instructional Assistant – SE/SH NTE 3 hrs. per day	Special Education	115-III	Hourly \$19.43 Special Education	08-29-18	12-14-18
WORKING OUT OF CLASSIFICATION *Venegas, Viviana	Senior Executive Assistant NTE 8 hrs. per day	Superintendent's	382-III	Monthly \$6,890** General Fund	09-25-18	10-15-18
*Carrillo-Barrancas, Brian	Lead Campus Security NTE 8 hrs. per day	Paramount High-Senior	121-V	\$4,310 General Fund	09-21-18	10-05-18
*Martinez, Laura	Senior Custodian NTE 8 hrs. per day	Tanner	122-IV	\$4,204 General Fund	09-10-18	09-14-18

^{*} Ratification ** Includes Longevity and/or Professional Growth Increment

PERSONNEL REPORT 18-06 OCTOBER 22, 2108 CLASSIFIED PERSONNEL

			CLASS		EFFECTIVE	
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
TEMPORARY ATHLETIC TEAM COACH *Clark, Tyishia	Middle School Intermural Sports Cheer Coach	Paramount Park		Stipend \$172 LCAP	08-27-18	10-26-18
*Lara, Luis	Middle School Intermural Sports Football	Paramount Park		\$172 LCAP	08-27-18	10-26-18
*Olmos, Alexa	Middle School Intermural Sports Girls' Volleyball	Paramount Park		\$172 LCAP	08-27-18	10-26-18
* Ratification	<u> </u>	I	I	l	I	I

PERSONNEL REPORT 18-05 OCTOBER 22, 2018 CLASSIFIED PERSONNEL

			EFFEC	TIVE	
NAME	POSITION	LOCATION	DESCRIPTION	FROM	то
LEAVE OF ABSENCE Rodriguez, Kathy	Nutrition Services Worker	Alondra	Family & Medical Leave	09-04-18	11-02-18
Del Campo, Jazmin	Instructional Assistant – ECE	Gaines ECE	Parental Leave	10-17-18	11-23-18
Rodriguez-Smith, Claudia	School Health/Office Technician	Jackson	Family & Medical Leave	07-01-18	06-30-19*
Doeun, Vanra	Lead Campus Security	Paramount High-Senior	Parental Leave	09-24-18	10-05-18
De La Rosa, Ashley	Nutrition Services Worker	Jefferson	Personal	09-24-18	12-03-18
RESIGNATION Camacho, Marielena	Instructional Assistant – Sp. Ed.	Alondra	Personal	10-11-18	
Herrera, Priscilla	Instructional Assistant – SE/SH	Paramount High-West	Personal	09-28-18	
Avila, Johnny	College Tutor	Paramount Park	Personal	09-26-18	
Rocha, Adrian	Noon Duty Aide	Paramount Park	Personal	09-21-18	
Gomez, Denise	College Tutor	Zamboni	Personal	10-12-18	
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^{*} Intermittent Leave

TO: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

DATE: October 22, 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:

.,	0	Services to be Provided/	Site/	Time	Cost/
#	Consultant	Audience	Requested by	Period	Funding Source
1	Teachers Development Group	This agreement with the Teachers Development Group will provide an opportunity for high school teachers who were unable to participate in the summer institute to be trained in the Math Habits of Mind and Math Habits of Interaction. These principles are crucial for improving student learning outcomes in mathematics.	Secondary Educational Services	November 2, through Mar 1, 2019	Not to exceed \$6,975 from LCAP funds
	PC18-19103		Requested by: Ryan Smith		
2	Soren Bennick Productions, Inc.	Consultant to provide interactive assemblies addressing positive messages that build self-confidence and the skills needed to deal with bullying.	Roosevelt School	October 26, 2018	Not to exceed \$865 from Title I site funds
	PC18-19105	618 students grades TK-5	Requested by: Margie Domino		

CONSENT ITEM: 3.1-C

		Services to be Provided/	Site/	Time	Cost/
#	Consultant	Audience	Requested	Period	Funding
			by		Source
3	Goals for Life	Consultant to continue providing academic support, mentoring, and tangible goal setting tools to at risk youth at Paramount Community Day School.	Secondary Educational Services	October 23, through June 30, 2019	Not to exceed \$3,000 from LCAP funds
	PC18-19106		Requested by: Ryan Smith		

POLICY/ISSUE:

Board Policy 4126 – <u>Consultants and Independent Contractors Provide</u> 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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

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

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

TO: Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Purchase Order Report, 18-06

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.

2018/2019

1.	Ratified Orders – Adult Education		3,096.11
2.	Ratified Orders – Building Fund		19,255.00
3.	Authorized-California Clean Energy Jobs Act		50,000.00
4.	Authorized Orders - Deferred Maintenance		111,121.77
5.	Ratified Orders - Deferred Maintenance		7,840.28
6.	Ratified Orders – General Fund		23,498.67
7.	Authorized Orders – General Fund		152,469.77
8.	Ratified Orders – LCAP		35,234.34
9.	Authorized Orders – LCAP		139,258.81
		Sub Total S	\$ 541,774.75
10.	Ratified Orders (Under \$1,500)		30,491.69
	TOTAL OF ALL ORDERS	\$ _	572,266.44

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 18-06 authorizing the purchase of supplies, equipment, and services for the District.

CONSENT ITEM: 4.1-C

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

2018/2019

Purchase Orders To Be Ratified and Authorized October 22, 2018

PO Number	Vendor	Site	Description	Total Amount
010 - General	Fund			
19-00098	THE GATSBY LLC DBA GAME CHANGER	Operations	Annual: uniforms (increase purchase order from \$7,000 to \$20,000)	\$13,000.00 *
19-01040	CERRITOS COLLEGE	Secondary Ed/CTE	Liaison professional services	\$1,750.00
19-01043	RENAISSANCE LEARNING, INC.	Keppel Elementary School	Accelerated Reader & Star Reading subscription renewal (780)	\$5,139.50 *
19-01051	JONES SCHOOL SUPPLY	Paramount Park Middle School	Student incentives	\$2,645.43
19-01063	GOODHEART-WILLCOX PUBLISHER	Secondary Ed/CTE	CTE course workbooks (73)	\$2,605.10
19-01072	BELLFLOWER MUSIC CENTER	Paramount Park Middle School	Annual: instrument repair & music supplies	\$3,000.00
19-01080	STAPLES	Buena Vista High School	Conference room chairs (12)	\$1,596.51
19-01086	JEFF'S SPORTING GOODS INC.	Paramount High School	Volleyball T-shirts (43)	\$1,995.28
19-01090	PRUDENTIAL OVERALL SUPPLY	Paramount High School West	Annual: walk mat services	\$1,732.23
19-01107	B&H PHOTO VIDEO	Paramount High School	CTE: cameras (2) & accessories	\$8,805.27 *
19-01114	REM CUSTOM BUILDERS INC.	Operations	Annual: carpentry services	\$85,000.00 *
19-01115	GAS CONTROL TECHNOLOGIES, L.L.C.	Operations	Annual: underground leak assessment	\$9,000.00 *
19-01128	EAI EDUCATION	Jefferson Elementary School	Instructional materials	\$1,532.86
19-01131	OPENGOV, INC.	Business Services	Accounting systems software license agreement (Board approved: 06/26/17)	\$20,425.00 *
19-01138	AMBIENT ENVIRONMENTAL, INC	Lincoln Elementary School	Asbestos abatement: rm. 22	\$11,100.00 *
19-01147	ANIXTER INC.	Jackson Middle School	P.E. locks (300)	\$1,649.22
19-01154	GOPHER SPORTS EQUIPMENT Fund - Calif. Clean Energy Jobs Ac	ū	P.E. supplies	\$4,992.04
19-01143	ORTIZ LED SOLUTIONS	Operations	Annual: LED interior lighting supplies	\$50,000.00 *
	Fund - LCAP	- F	2 · 0 · 1	ŕ
19-01045	DELPHIN COMPUTER SUPPLY	Keppel Elementary School	Print cartridges (23)	\$2,784.59
19-01059	PEARSON EDUCATION	Paramount High School	Language Arts textbooks (25) (Board adopted: 4/10/17)	\$2,304.74
19-01067	STAPLES	Hollydale K-8 School	Print cartridges (22) & accessories	\$1,949.19
19-01068	KIS COMPUTER CENTER	Jackson Middle School	Printers (2), Surface Pros (8) & supplies	\$10,186.27 *
19-01070	INFOBASE LEARNING	Paramount High School	Learn 360 software subscription renewal	\$1,614.08
19-01071	FOLLETT SCHOOL SOLUTIONS, INC.	Los Cerritos Elementary School	Library books (100)	\$1,583.48
19-01075	KIS COMPUTER CENTER	Los Cerritos Elementary School	Printers (3) & supplies	\$2,509.74
19-01081	NEWS-2-YOU	Los Cerritos Elementary School	Unique Learning System software licenses (4)	\$2,407.80

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

2018/2019

Purchase Orders To Be Ratified and Authorized October 22, 2018

PO Number	Vendor	Site	Description	Total Amount
010 - General	Fund - LCAP			
19-01094	B&H PHOTO VIDEO	Technology	Video conferencing system	\$1,939.08
19-01110	TURNITIN	Paramount High School	Anti-plagiarism software license renewal	\$8,015.00 *
19-01111	MOBY MAX	Roosevelt Elementary School	Software license professional development	\$4,374.53
19-01116	SUPERIOR TEXT	Ed Services - K-8	Library books (310)	\$3,485.05
19-01120	PEARSON EDUCATION	Ed Services - K-8	Social Studies workbooks & K-2 kits (6368) (Board adopted: 5/9/06)	\$125,057.54 *
19-01144	KIS COMPUTER CENTER	Paramount High School West	Print cartridges (72)	\$4,809.24
19-01152	BIRDBRAIN TECHNOLOGIES	Alondra Middle School	Classroom robotics kit	\$2,736.41
19-01153	BIRDBRAIN TECHNOLOGIES	Jackson Middle School	Classroom robotics kit	\$2,736.41
110 - Adult Ed	lucation Fund TEXTBOOK WAREHOUSE	Adult Education	Medical Assistant textbooks (30)	\$3,096.11
140 - Deferred	Maintenance Fund			
19-00133	MARX BROS. FIRE EXTINGUISHER COMPANY	Operations	Annual: fire extinguisher services & fire detection testing (increase purchase order from \$20,000 to \$24,000)	\$4,000.00
19-01060	U. S. BANK	Operations	Paramount High School: repair electric gate	\$2,160.28
19-01082	IPM TECH PEST MANAGEMENT	Operations	Pest control services	\$1,680.00
19-01185	MIRACLE RECREATION EQUIPMENT CO	Operations	Replace parts on play structure at Lincoln, Roosevelt, Tanner	\$103,371.77 *
19-01186	NEW HORIZONS CONTRACTING, INC.	Los Cerritos Elementary School	Trash enclosure demolition	\$7,750.00 *
211 - Building	Fund - Measure I			
19-01140	MEAR CONSTRUCTION	Paramount High School West	Interior/exterior painting of windows (Bid#2-17-18)	\$19,255.00 *

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

2018/2019

Purchase Orders To Be Ratified and Authorized October 22, 2018

PURCHASE ORDER SUMMARY BY FUND

116 Purchase orders for a total of

\$576,266.44

010 - General Fund	To Be Authorized	\$152,469.77
	To Be Ratified Over \$1,500	\$23,498.67
	To Be Ratified Under \$1,500	\$22,501.98
	Fund Total	\$198,470.42
010 - General Fund - Calif. Clean Energy Jobs Act	To Be Authorized	\$50,000.00
	Fund Total	\$50,000.00
010 - General Fund - LCAP	To Be Authorized	\$143,258.81
	To Be Ratified Over \$1,500	\$35,234.34
	To Be Ratified Under \$1,500	\$7,775.45
	Fund Total	\$186,268.60
110 - Adult Education Fund	To Be Ratified Over \$1,500	\$3,096.11
	To Be Ratified Under \$1,500	\$35.10
	Fund Total	\$3,131.21
120 - Child Development Fund	To Be Ratified Under \$1,500	\$179.16
	Fund Total	\$179.16
140 - Deferred Maintenance Fund	To Be Authorized	\$111,121.77
	To Be Ratified Over \$1,500	\$7,840.28
	Fund Total	\$118,962.05
211 - Building Fund - Measure I	To Be Authorized	\$19,255.00
	Fund Total	\$19,255.00

TO: Ruth Perez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Warrants for the Month of September 2018

BACKGROUND INFORMATION

The following warrants were issued during the month of September:

FUNDS	REGISTER NO.	AMOUNT
GENERAL FUND (01)		
Certificated Salaries	C1B/260	\$ 7,970,426.04
Classified Salaries	C5B/267	\$ 3,099,896.82
Commercial Warrants	24765641/24819389	\$ 3,157,988.34
TOTAL GENERAL FUND		\$ 14,228,311.20
ADULT EDUCATION FUND (11)		
Certificated Salaries	C1B/C3B	\$ 41,754.06
Classified Salaries	E4D/H1E	\$ 25,973.28
Commercial Warrants	24765641/24819389	\$ 45,743.17
TOTAL ADULT EDUCATION FUND		\$ 113,470.51
CHILD DEVELOPMENT FUND (12)		
Certificated Salaries	C1B/260	\$ 45,159.26
Classified Salaries	E4D/H1E	\$ 47,631.77
Commercial Warrants	24765641/24819389	\$ 782.73
TOTAL CHILD DEVELOPMENT		\$ 93,573.76
CAFETERIA FUND (13)		
Classified Salaries	E4D/H1E	\$ 280,878.46
Commercial Warrants	24765641/24819389	\$ 405,260.36
TOTAL CAFETERIA FUND		\$ 686,138.82
DEFERRED MAINTENANCE FUND	<u>(14)</u>	
Classified	E4D/260	\$ 31,031.21
Commercial Warrants	24765641/24819389	\$ 277,112.77
TOTAL CHILD DEVELOPMENT		\$ 308,143.98

CONSENT ITEM: 4.2-C

MEASURE I (BOND) FUND (21.1) \$ 250.00 Commercial Warrants 24765641/24819389 \$ 157,630.31 TOTAL BUILDING (BOND) FUND \$ 157,630.31 CAPITAL FACILITIES FUND (25) C1B \$ 6,518.16 Classified Salaries C1B \$ 5,576.00 Commercial Warrants 24765641/24819389 \$ 16,531.50 TOTAL CAPITAL FACILITIES FUND \$ 28,625.66 SCHOOL FACILITIES FUND (35) \$ 0.00 Commercial Warrants 24765641/24819389 \$ 0.00 SELF-INSURANCE FUND - H & W (67.0) \$ 0.00 SELF-INSURANCE FUND - H & W \$ 0.00 SELF-INSURANCE FUND - Workers' Comp (67.1) \$ 548,612.00 TOTAL SELF-INSURANCE FUND - Workers' Comp \$ 548,612.00 SELF-INSURANCE FUND - Early Retirees (67.2) \$ 9,626.74 Commercial Warrants 24765641/24819389 \$ 9,626.74 TOTAL SELF-INSURANCE FUND - Early Retirees (67.2) \$ 9,626.74 Commercial Warrants 24765641/24819389 \$ 9,626.74 Commercial Warrants 24765641/24819389 \$ 5,887.03 TOTAL SELF-INSURANCE FUND - Early Retirees (67.2) \$ 9,626.74	BUILDING (BOND) FUND (21)		
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Commercial Warrants 24765641/24819389 \$ 157,630.31 TOTAL BUILDING (BOND) FUND \$ 157,630.31 CAPITAL FACILITIES FUND (25) C1B \$ 6,518.16 Classified Salaries C1B \$ 5,576.00 Commercial Warrants 24765641/24819389 \$ 16,531.50 TOTAL CAPITAL FACILITIES FUND \$ 28,625.66 SCHOOL FACILITIES FUND (35) \$ 0.00 Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SCHOOL FACILITIES FUND \$ 0.00 SELF-INSURANCE FUND - H & W (67.0) \$ 0.00 Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SELF-INSURANCE FUND - H & W \$ 0.00 SELF-INSURANCE FUND - Workers' Comp (67.1) \$ 548,612.00 TOTAL SELF-INSURANCE FUND - Workers' Comp \$ 548,612.00 SELF-INSURANCE FUND - Early Retirees (67.2) \$ 9,626.74 TOTAL SELF-INSURANCE FUND - Early Retirees \$ 9,626.74 REVOLVING CASH FUND \$ 5,887.03 TOTAL REVOLVING CASH FUND \$ 5,887.03	TOTAL BUILDING (BOND) FUND		\$ 250.00
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SCHOOL FACILITIES FUND (35) Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SCHOOL FACILITIES FUND \$ 0.00 SELF-INSURANCE FUND - H & W (67.0) \$ 0.00 Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SELF-INSURANCE FUND - Workers' Comp (67.1) \$ 548,612.00 Commercial Warrants 24765641/24819389 \$ 548,612.00 SELF-INSURANCE FUND - Workers' Comp \$ 548,612.00 SELF-INSURANCE FUND - Early Retirees (67.2) \$ 9,626.74 Commercial Warrants 24765641/24819389 \$ 9,626.74 TOTAL SELF-INSURANCE FUND - Early Retirees \$ 9,626.74 REVOLVING CASH FUND \$ 5,887.03 TOTAL REVOLVING CASH FUND \$ 5,887.03	Commercial Warrants	24765641/24819389	\$ 16,531.50
Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SCHOOL FACILITIES FUND \$ 0.00 SELF-INSURANCE FUND - H & W (67.0) Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SELF-INSURANCE FUND - H & W \$ 0.00 SELF-INSURANCE FUND - Workers' Comp (67.1) Commercial Warrants 24765641/24819389 \$ 548,612.00 TOTAL SELF-INSURANCE FUND - Workers' Comp \$ 548,612.00 SELF-INSURANCE FUND - Early Retirees (67.2) Commercial Warrants 24765641/24819389 \$ 9,626.74 TOTAL SELF-INSURANCE FUND - Early Retirees \$ 9,626.74 REVOLVING CASH FUND \$ 5,887.03 TOTAL REVOLVING CASH FUND \$ 5,887.03	TOTAL CAPITAL FACILITIES FUND		\$ 28,625.66
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Commercial Warrants 24765641/24819389 \$ 0.00 TOTAL SELF-INSURANCE FUND - H & W \$ 0.00 SELF-INSURANCE FUND - Workers' Comp (67.1) Commercial Warrants 24765641/24819389 \$ 548,612.00 TOTAL SELF-INSURANCE FUND - Workers' Comp \$ 548,612.00 SELF-INSURANCE FUND - Early Retirees (67.2) Commercial Warrants 24765641/24819389 \$ 9,626.74 TOTAL SELF-INSURANCE FUND - Early Retirees \$ 9,626.74 REVOLVING CASH FUND \$ 5,887.03 TOTAL REVOLVING CASH FUND \$ 5,887.03	TOTAL SCHOOL FACILITIES FUND		\$ 0.00
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POLICY/ISSUE:

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

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Approve warrants for all funds through September with a total of \$16,180,270.01

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 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

DATE: October 22, 2018

SUBJECT: Resolution 18-10: Teachers Instructing Single Subject Classes per

Education Code 44263

BACKGROUND INFORMATION:

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

Following the resolution is a list of secondary school credential holders who have met the 9- or 18-unit requirement. Board approval is effective for the entire 2018-19 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44263 – Assignment to Single Subject Class

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 18-10: Teachers Instructing Single Subject Classes per Education Code Section 44263 for the 2018-19 school year.

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

RESOLUTION 18-10 TEACHERS INSTRUCTING SUBJECTS PER EDUCATION CODE 44263 SINGLE SUBJECT

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

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

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

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

THEREFORE, BE IT RESOLVED that the Board of Education of the Paramount Unified School District hereby authorizes the service of the attached named teachers who are assigned a subject area not shown as a major, minor or subject on the teaching credential as herein listed as a part of the regular teaching assignment during the 2018-19 school year.

APPROVED AND ADOPTED this 22nd day of October 2018, by the Board of Education of the Paramount Unified School District.

Vivian Hansen, President Board of Education

SINGLE SUBJECT CREDENTIALS

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

2018-2019

Buena Vista		
Name	Credential	Subject Authorization
De Leon, Elda	Clear Single Subject	Physics
	Math	
Ferrer, Lisa	Clear Single Subject	Art
	Bio Science	
Gutierrez, Victor	Preliminary Single Subject	Spanish
	Social Science	
Jackson, Joseph	Clear Multiple Subject	Computers

Jackson		
Name	Credential	Subject Authorization
Taracena, Natalie	Clear Single Subject Foundational Level General Science	Social Science
Van Eede, Heather	Preliminary Single Subject English	Art

Odyssey STEM Academy		
Name	Credential	Subject Authorization
Benavente Velasquez, Marlon	Preliminary Single Subject	Physics
	Chemistry	
Kilkenny, Kathleen	Preliminary Single Subject	Physics
-	Foundational General	
	Science	

SINGLE SUBJECT CREDENTIALS

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

2018-2019

PHS		
Name	Credential	Subject Authorization
Martinez, Javier	Clear Single Subject	Broadcast Journalism
	Social Science	
Schultz, Michael	Clear Single Subject	PE
	Biology, Intro (9 & under) PE	
Teeples, John	Clear Single Subject	Chemistry
	Physical Science	
Wuchner, Charles	Clear Single Subject	Engineering
	Physics, Computer Concepts	
	& Apps. Intro Math	

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

DATE: October 22, 2018

SUBJECT: Resolution 18-11: Teachers Instructing Departmentalized Single

Subject Classes per Education Code 44256(b)

BACKGROUND INFORMATION:

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

Following the resolution is a list of multiple subject school credential holders who have met this 20 semester unit requirement. Board approval is effective for the entire 2018-19 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44256(b) – <u>Assignment to Departmentalized Single</u> Subject Class

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution 18-11: Teachers Instructing Departmentalized Single Subject Classes per Education Code Section 44256(b) for the 2018-19 school year.

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

RESOLUTION 18-11 TEACHERS INSTRUCTING SUBJECTS PER EDUCATION CODE 44256(B) DEPARTMENTALIZED SINGLE SUBJECT

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

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

THEREFORE, BE IT RESOLVED that the Board of Education of the Paramount Unified School District hereby authorizes the service of the attached named teachers who are holders of elementary level credentials to serve in departmentalized single subject classes during the 2018-19 school year.

APPROVED AND ADOPTED this 22nd day of October 2018, by the Board of Education of the Paramount Unified School District.

Vivian Hansen, President Board of Education

MULTIPLE SUBJECTS PER EDUCATION CODE 44256(B)

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

2018-2019

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

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

Jackson		
Name	Credential Title	Grade Level/Subject
Goforth, Kimberly	Clear Multiple Subject	6/8 English
Johnson, Tina	Clear Multiple Subject	6/8 Social Science

Paramount Park		
Name	Credential Title	Grade Level/Subject
Cabrera-Gonzalez, Sandra	Clear Multiple Subject	6/8 English
Hamilton, Joe	Clear Multiple Subject	6/8 Social Science
Johnson, Dolcey	Clear Multiple Subject	6/8 Social Science
_	Supplemental English	·
Pierson, Jennifer	Clear Multiple Subject	6/8 English
Zimmerman, Denelle	Clear Multiple Subject	6/8 Social Science

Zamboni		
Name	Credential Title	Grade Level/Subject
McCone Praytor, Nelda	Clear Multiple Subject	6/8 Social Science
Mendez, Rose Mary	Clear Multiple Subject	6/8 English

PHS West		
Name	Credential Title	Grade Level/Subject
Berkson, Jennifer	Clear Multiple Subject	9 English

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

DATE: October 22, 2018

SUBJECT: Teachers Instructing Subjects per Education Code Section

44258.7(b) – Coaching

BACKGROUND INFORMATION:

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

Following is a list of high school teachers who have met the 20 hours of first aid instruction requirement. Board approval is effective for the entire 2018-19 school year and will be submitted to the Board on an annual basis.

POLICY/ISSUE:

Education Code Section 44258.7(b) - <u>Coaching by Nonphysical Education</u> <u>Credential Holders</u>

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the list of teachers instructing subjects per Education Code Section 44258.7(b) – Coaching for the 2018-19 school year.

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

COACHING ASSIGNMENTS

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

2018-2019

PHS		
Name	Credential	Sport
Brayboy, Dannie	Clear Designated Subjects Reserve Officer Training	JROTC Competition Team
Carmona, Angel	Clear Single Subject Music	Pageantry
Dominguez, Rachel	Preliminary Single Subject Health	Water Polo
Guggiana, John	Clear Single Subject Business	Tennis & Softball
Guild, Robert	Clear Designated Subjects Reserve Officer Training	JROTC Competition Team
Gwardys, Brandon	Clear Education Specialist Mild/Moderate	Basketball
Howard, Matthew	Clear Single Subject Social Science	Football
Kinsey, Benjamin	Clear Single Subject Industrial and Technology	Swimming
Liwanag-Polk, Rosheka	Clear Education Specialist Mild/Mod, Mod/Severe	Tennis
Merickel, Taylor	Preliminary Single Subject Math	Soccer
Nastase, Brian	Preliminary Single Subject Social Science	Football
Park, Charles	Preliminary Single Subject Social Science	Volleyball
Peterson, Joseph	Clear Single Subject Industry & Technology, Intro Math	Cross Country
Rundblade, Rodney	Preliminary Designated Subject Reserve Officer Training	JROTC Competition Team
Schultz, Michael	Clear Single Subject Biology, Introductory PE	Baseball
Villasenor, Rafael	Clear Education Specialist Mild/Moderate	Soccer

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent-Human Resources

DATE: October 22, 2018

SUBJECT: Fieldwork Experience Agreement with Azusa Pacific University

BACKGROUND INFORMATION:

Periodically, the District enters into agreements with accredited universities and colleges to provide fieldwork placement or clinical experience for students enrolled in such institutions. Azusa Pacific University has requested that the District participate in such an agreement for fieldwork experience for adapted physical education candidates. The agreement, if approved, would commence December 15, 2018 and terminate on June 30, 2022. Either party may terminate this agreement upon 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 Azusa Pacific University for participation in fieldwork experience for adaptive physical education candidates.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

• Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and business and industries.

ACTION ITEM: 2.4-A





901 East Alosta Avenue PO Box 7000 Azusa, California 91702-7000 Phone: (626) 969-3434 www.apu.edu

School of Behavioral and Applied Sciences

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between Azusa Pacific University, hereinafter called the UNIVERSITY and Paramount Unified School District, hereinafter called the DISTRICT:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

- 1. Term. The term of this agreement shall commence on December 15, 2018, and terminate on June 30, 2022.
- 2. Termination. Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

- 3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
- 4. Execution. This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
 - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
 - ii. <u>Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment</u>: If the University's candidates are participating in

an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records

of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

- 7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
- 8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
- 9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

ADAPTED PHYSICAL EDUCATION FIELDWORK

"Fieldwork" as used herein and elsewhere in this agreement means active participation in the duties and functions of teaching adapted physical education under the direct supervision and instruction of employees of the District (a) holding valid credentials and authorizations issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as adapted physical education teachers in the schools or classes in which the fieldwork is provided and (b) having completed a minimum of three years of successful teaching experience.

The District shall provide teaching experience through fieldwork in schools and classes of the district for candidates who are assigned by the University to fieldwork in schools or classes of the District. Such fieldwork shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for fieldwork any candidate of the University assigned to fieldwork in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any candidate of the University to fieldwork in the District.

The University will ensure candidates who participate in fieldwork hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the fieldwork assignment, (f) passing applicable Teaching Performance Assessments, and (g) passing core coursework in the adapted physical education added authorization program.

An assignment of a candidate of the University to fieldwork in schools or classes of the District shall be, at the discretion of the University for a minimum of 35 hours for the first University term of fieldwork, and a minimum of 35 hours for the second University term of fieldwork. Fifty (50) percent of fieldwork hours shall be completed at preschool and elementary school sites, and fifty percent of fieldwork shall be completed at secondary (i.e., middle and high) school sites.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University		Paramount Unified School District	
By:	Gregory M Bellux	Ву:	•
Name:	Gregory M. Bellinder	Name:	
Title:	Program Coordinator, Adapted Physical Education Added Authorization	Title:	
Date:	October 1, 2018 JMB	Date:	promotes and the description and a control of control of the control of the description of the control of the c
Address:	Azusa Pacific University School of Behavioral and Applied Sciences P.O. Box 7000 Azusa, CA 91702	Address:	

TO: Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

DATE: October 22, 2018

SUBJECT: Update Job Description for Director of Nutrition Services

BACKGROUND INFORMATION:

Recently the Director of Nutrition Services job description was brought to the Board with significant changes as it had not been updated since 1994. A final revision is needed to meet guidelines set forth by United States Department of Agriculture (USDA) for professionals who manage and operate the National School Lunch and School Breakfast program.

POLICY/ISSUE:

Board Policy 4118.3 – <u>Duties of Personnel</u> Board Policy 4300 – <u>Concepts & Roles in Personnel</u>

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Approve the revisions to the job description for the position of Director of Nutrition Services.

PREPARED BY:

Beatriz Spelker-Levi, Director of Personnel – Human Resources

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: 2.5-A

CURRENT JOB DESCRIPTION PARAMOUNT UNIFIED SCHOOL DISTRICT

CLASS DESCRIPTION - CLASSIFIED MANAGEMENT

DIRECTOR OF NUTRITION SERVICES

DEFINITION

Under general direction of the Assistant Superintendent of Business Services; plans, controls, organizes and directs the District's. Nutrition Services department including personnel training, supervise and evaluate the performance of assigned staff; assumes related responsibilities and performs related duties as required.

TYPICAL DUTIES AND RESPONSIBILITIES

- Plan, organize, control and direct the operations and activities of the District's Nutrition Services department including review of the school site cafeterias, nutritional education programs, wellness programs, free and reduced price meal program, maintenance of preparation and serving equipment, menu preparation, sanitation, storage, transport and delivery of food products and information technology, purchasing and accounting functions; assure compliance with federal and state laws, regulations and policies. **E**
- Reviews and evaluates the work of Nutrition service staff; interview and select employees and recommend transfers, reassignments, termination and disciplinary actions; plan, coordinate and conduct in-service training programs. **E**
- Develop and implement policies, procedures and programs for Nutrition Services programs and activities; direct Nutrition Services operating procedures. **E**
- Provides for all fiscal reports, cafeteria records and inventory records. E
- Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information. **E**
- Prepare and develop the annual budgets for the Nutrition Services department; analyze and review budgetary and financial data; control and authorize expenditures. **E**
- Oversee and assure purchasing activities comply with applicable statutes, regulations and policies; approve specifications for purchase of food and equipment; authorize requisitions. **E**
- Oversee and direct the research of available products and interviewing of vendors to establish and maintain sources of supply through competitive bids; determine and recommend pricing for consideration by the Board of Education. **E**
- Direct the activities of the free and reduced price meal program to assure the department meets applicable regulations and accountability standards. **E**
- Directs the planning and implementation of operational changes with Nutrition Service managers, principals, site supervisors, or other District personnel. $\bf E$
- Maintain current knowledge of institutional food service methods and trends; evaluate new methods for application within the department. **E**
- Oversee and direct the planning of kitchen and cafeteria layouts during construction and remodeling; direct the review of bids and analyze cost figures. **E**
- Coordinate dissemination of departmental information and nutrition materials to the public, staff, and other organizations. **E**
- Direct and oversee research and special projects; monitor special projects and initiate changes to assure expeditious and successful cost-effective completion. **E**
- Analyze the impact of federal or state legislation or regulations on Nutrition Service programs and determine appropriate course of action. **E**
- Visit sites to observe and evaluate Nutrition Service personnel and procedures; develop and implement improved methods of food preparation and service; $\bf E$

Attend and participate in a variety of meetings, workshops, conferences and trainings to maintain current knowledge of emerging trends; make presentations regarding Nutrition Services operations. **E**

QUALIFICATIONS

Experience and Education

Required: Bachelor's degree with a major in food and food services management, dietetics, family and consumer science, nutrition education, culinary arts, business or a closely related field. Qualifying experience may be substituted for the required education on a year-for-year basis.

> At the time of employment, an incumbent must certify in writing they have completed eight hours of food safety training within the last five years or will complete eight hours of food safety training within 30 days of employment to this class. Failure to meet this requirement will result in the disqualification and/or rejection of the eligible regardless of any other standing.

Desirable: Coursework in food service management or nutritional sciences is preferred. A

Master's degree in one of the above-mentioned fields is highly desirable.

License

Required: Possession of a valid California driver's license and an operable motor

vehicle.

Knowledge and Abilities

Required:

Knowledge of: planning, organizing and directing an institutional nutrition service program, operations and activities. Principles and practices of quantity food service preparation, serving and storage. Sanitation and safety practices related to cooking and serving food. Budget preparation and control. Financial and statistical record keeping and report preparation techniques. Oral and written communication skills. Principles and practices of administration, supervision and training.

Required:

Ability to: plan, organize, control and direct the operations and activities of the Nutrition Services department. Review and analyze work methods, procedures, and schedules. Assure compliance with federal and state laws, regulations and policies including health and sanitation requirements. Interpret, apply and explain rules, regulations, policies and procedures. Develop prepare and monitor budgets. Develop and evaluate procedures and processes. Supervise and evaluate the performance of assigned staff. Prepare and direct the preparation of a variety of comprehensive narrative and reports. Develop and implement long-term strategic plans. Direct and evaluate in-service training programs for nutrition service employees. Accept and carry out responsibility for direction, control and planning. Maintain current knowledge of institutional food service methods and trends. Establish and

maintain cooperative and effective working relationships with others. Communicate effectively both orally and in writing. Operate a computer and assigned office equipment. Analyze situations accurately and adopt an effective course of action. Plan, recruit, and organize work. Prepare and deliver oral presentation.

WORKING CONDITIONS

Environment

Nutrition services and office environment.

Physical Abilities

Dexterity of hands and fingers to operate a computer keyboard. Seeing to read a variety of materials and inspect nutrition service sites. Hearing and speaking to exchange information and deliver oral presentations. Sitting for extended periods of time.

SALARY AND WORK YEAR

Classified Management Salary Schedule 12 months

Revised: 3-1-74 Revised: 9-12-84 Revised: 12-1-90 Revised: 3-8-94 Revised: 10-8-18

PROPOSED JOB DESCRIPTION PARAMOUNT UNIFIED SCHOOL DISTRICT

CLASS DESCRIPTION - CLASSIFIED MANAGEMENT

DIRECTOR OF NUTRITION SERVICES

DEFINITION

Under general direction of the Assistant Superintendent of Business Services; plans, controls, organizes and directs the District's. Nutrition Services department including personnel training, supervise and evaluate the performance of assigned staff; assumes related responsibilities and performs related duties as required.

TYPICAL DUTIES AND RESPONSIBILITIES

- Plan, organize, control and direct the operations and activities of the District's Nutrition Services department including review of the school site cafeterias, nutritional education programs, wellness programs, free and reduced price meal program, maintenance of preparation and serving equipment, menu preparation, sanitation, storage, transport and delivery of food products and information technology, purchasing and accounting functions; assure compliance with federal and state laws, regulations and policies. **E**
- Reviews and evaluates the work of Nutrition service staff; interview and select employees and recommend transfers, reassignments, termination and disciplinary actions; plan, coordinate and conduct in-service training programs. **E**
- Develop and implement policies, procedures and programs for Nutrition Services programs and activities; direct Nutrition Services operating procedures. **E**
- Provides for all fiscal reports, cafeteria records and inventory records. E
- Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information. **E**
- Prepare and develop the annual budgets for the Nutrition Services department; analyze and review budgetary and financial data; control and authorize expenditures. **E**
- Oversee and assure purchasing activities comply with applicable statutes, regulations and policies; approve specifications for purchase of food and equipment; authorize requisitions. **E**
- Oversee and direct the research of available products and interviewing of vendors to establish and maintain sources of supply through competitive bids; determine and recommend pricing for consideration by the Board of Education. **E**
- Direct the activities of the free and reduced price meal program to assure the department meets applicable regulations and accountability standards. **E**
- Directs the planning and implementation of operational changes with Nutrition Service managers, principals, site supervisors, or other District personnel. $\bf E$
- Maintain current knowledge of institutional food service methods and trends; evaluate new methods for application within the department. **E**
- Oversee and direct the planning of kitchen and cafeteria layouts during construction and remodeling; direct the review of bids and analyze cost figures. **E**
- Coordinate dissemination of departmental information and nutrition materials to the public, staff, and other organizations. **E**
- Direct and oversee research and special projects; monitor special projects and initiate changes to assure expeditious and successful cost-effective completion. **E**
- Analyze the impact of federal or state legislation or regulations on Nutrition Service programs and determine appropriate course of action. **E**
- Visit sites to observe and evaluate Nutrition Service personnel and procedures; develop and implement improved methods of food preparation and service; $\bf E$

Attend and participate in a variety of meetings, workshops, conferences and trainings to maintain current knowledge of emerging trends; make presentations regarding Nutrition Services operations. **E**

QUALIFICATIONS

Experience and Education

Required: Bachelor's degree with a major in food and food services management, dietetics, family and consumer science, nutrition education, culinary arts, business or a closely related field. Qualifying experience may be substituted for the required education on a year for year basis. Management and Leadership experience in a large nutrition, food service program.

> At the time of employment, an incumbent must certify in writing they have completed eight hours of food safety training within the last five years or will complete eight hours of food safety training within 30 days of employment to this class. Failure to meet this requirement will result in the disqualification and/or rejection of the eligible regardless of any other standing.

Desirable: Coursework in food service management or nutritional sciences is preferred. A Master's degree in one of the above-mentioned fields is highly desirable.

License

Required:

Possession of a valid California driver's license and an operable motor vehicle.

Knowledge and Abilities

Required:

Knowledge of: planning, organizing and directing an institutional nutrition service program, operations and activities. Principles and practices of quantity food service preparation, serving and storage. Sanitation and safety practices related to cooking and serving food. Budget preparation and control. Financial and statistical record keeping and report preparation techniques. Oral and written communication skills. Principles and practices of administration, supervision and training.

Required:

Ability to: plan, organize, control and direct the operations and activities of the Nutrition Services department. Review and analyze work methods, procedures, and schedules. Assure compliance with federal and state laws, regulations and policies including health and sanitation requirements. Interpret, apply and explain rules, regulations, policies and procedures. Develop prepare and monitor budgets. Develop and evaluate procedures and processes. Supervise and evaluate the performance of assigned staff. Prepare and direct the preparation of a variety of comprehensive narrative and reports. Develop and implement long-term strategic plans. Direct and evaluate in-service training programs for nutrition service employees. Accept and carry out responsibility for direction, control and planning. Maintain current knowledge of institutional food service methods and trends. Establish and

maintain cooperative and effective working relationships with others. Communicate effectively both orally and in writing. Operate a computer and assigned office equipment. Analyze situations accurately and adopt an effective course of action. Plan, recruit, and organize work. Prepare and deliver oral presentation.

WORKING CONDITIONS

Environment

Nutrition services and office environment.

Physical Abilities

Dexterity of hands and fingers to operate a computer keyboard. Seeing to read a variety of materials and inspect nutrition service sites. Hearing and speaking to exchange information and deliver oral presentations. Sitting for extended periods of time.

SALARY AND WORK YEAR

Classified Management Salary Schedule 12 months

Revised: 3-1-74 Revised: 9-12-84 Revised: 12-1-90 Revised: 3-8-94 Revised: 10-8-18

TO: Ruth Pérez, Superintendent

FROM: Deborah Stark, Assistant Superintendent-Educational Services

DATE: October 22, 2018

SUBJECT: Revised Board Policy 5121 – Grades/Evaluation of Student

Achievement

BACKGROUND INFORMATION:

Submitted for second reading and adoption is revised Board Policy 5121 – <u>Grades/Evaluation of Student Achievement</u>. The proposed policy reflects current State requirements. The last revision of this policy was in 2009. Language in the current proposed policy provides options to include information on the progress of students with special needs on progress reports and/or report cards.

In order to facilitate easier reading, revisions are reflected with underlines and strikethroughs. Words or sentences that are additions are underlined. Words or phrases that are no longer included are indicated with a strikethrough.

POLICY/ISSUE:

Board Policy 5121 - Grades/Evaluation of Student Achievement

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept for second reading and adoption proposed revised Board Policy 5121 – <u>Grades/Evaluation of Student Achievement</u> which reflects current State requirements.

PREPARED BY:

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

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

ACTION ITEM: 3.1-A

BP 5121(a)

Students

Grades/Evaluation of Student Achievement

The Governing Board of the Paramount Unified School District believes that the fundamental purpose of determining and reporting student performance is to promote student learning while establishing ongoing communication among the school, the student and the home. The District's assessment and reporting system will provide constructive feedback in a positive and consistent manner. Evaluations of student work and progress will serve as instructional tools for helping students and parents/guardians identify students' strengths and needs.

Assessment/Reporting System

The District's reporting system will evaluate student achievement in relation to Board adopted content standards which apply to all students at the grade level.

The reporting system for academic student performance will:

- communicate the purpose, philosophy and procedures of the reporting system;
- include District adopted content standards, and methods for evaluation; reflect academic achievement;
- be consistent and include a variety of ongoing communications, such as parent and student conferences, report cards, progress reports, telephone calls, notes etc.;
- consider the differentiated needs of special program students such as Special Education, English Language Learners, Gifted and Talented Education.

The Superintendent, or designee, shall establish and regularly evaluate a uniform assessment system and principals shall ensure that student marks conform to this system. Teachers instructing the same course will establish common grading practices and criteria. Student will be provided multiple opportunities to demonstrate proficiency of the content standards for the course such as retaking of exams and completing additional assignments as established by the teachers instructing the same course. A student's work shall be evaluated in relationship to District adopted standards, courses of study and not in comparison to other pupils. Teachers shall inform all students and parents/guardians how student achievement will be evaluated in the classroom at the beginning of each school year and/or each semester.

BP 5121(b)

Students

<u>Grades/Evaluation of Student Achievement</u> (continued)

The Board of Education believes that students' academic competence, citizenship, and effort/work habits are all important reflections of student progress. Consequently, students will receive separate marks in academic achievement, citizenship and effort/work habits for each semester.

K-5 students will receive marks in a rubric format. Students in grades 6-12 will receive grades, A-F. Teachers will use multiple measures of student performance, including assignments, and samples of classroom work to determine student progress and achievement. All teachers will use the appropriate District rubric or grade and its assessment criteria to evaluate and report individual student academic achievement for each grading period according to the rubric or grade criteria. The teacher will be the final determinant in issuing the student grade. The report card will depict student academic achievement for the grading period according to the rubric or grade criteria, and separate marks will reflect the student's effort/work habits and citizenship.

The District holds that daily school attendance is mandatory and necessary for successful academic achievement. However, students will be allowed the opportunity to make up missed assignments and tests for authorized absences.

Legal Reference:

Education Code

44662 Evaluation and Assessment Guidelines

48070 Promotion and Retention

48431.6 Required Systematic Review

49066 Grades; Finalization; Physical Education Class

49067 Regulations Regarding Pupil's Achievement

Policy PARAMOUNT UNIFIED SCHOOL DISTRICT

adopted: 6/25/85 Paramount, California

revised: 6/22/99 revised: 3/28/00 revised: 4/28/09

BP 5121(a)

Students

Grades/Evaluation of Student Achievement

The Governing Board of the Paramount Unified School District believes that the fundamental purpose of determining and reporting student performance is to promote student learning while establishing ongoing communication among the school, the student and the home. The District's assessment and reporting system will provide constructive feedback in a positive and consistent manner. Evaluations of student work and progress will serve as instructional tools for helping students and parents/guardians identify students' strengths and needs.

The Governing Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's academic performance.

Assessment/Reporting System

The District's reporting system will evaluate student achievement in relation to Board adopted content standards which apply to all students at the grade level.

The reporting system for academic student performance will:

- communicate the purpose, philosophy and procedures of the reporting system;
- include District adopted content standards, and methods for evaluation; reflect academic achievement;
- be consistent and include a variety of ongoing communications, such as parent and student conferences, report cards, progress reports, telephone calls, notes etc.;
- consider the differentiated needs of special program students such as Special Education, English Language Learners, Gifted and Talented Education.

The Superintendent, or designee, shall establish and regularly evaluate a uniform assessment system and principals shall ensure that student marks conform to this system. Teachers instructing the same course will establish common grading practices and criteria. Student will be provided multiple opportunities to demonstrate proficiency of the content standards for the course such as retaking of exams and completing additional assignments as established by the teachers instructing the same course. A student's work shall be evaluated in relationship to District adopted standards, courses of study and not in comparison to other pupils. Teachers shall inform all students and parents/guardians how student achievement will be evaluated in the classroom at the beginning of each school year and/or each semester.

BP 5121(b)

Students

<u>Grades/Evaluation of Student Achievement</u> (continued)

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

The Board of Education believes that students' academic competence, citizenship, and effort/work habits are all important reflections of student progress. Consequently, students will receive separate marks in academic achievement, citizenship and effort/work habits for each semester.

K-5 students will receive marks in a rubric format. Students in grades 6-12 will receive grades, A-F. Teachers will use multiple measures of student performance, including assignments, and samples of classroom work to determine student progress and achievement. All teachers will use the appropriate District rubric or grade and its assessment criteria to evaluate and report individual student academic achievement for each grading period according to the rubric or grade criteria. The teacher will be the final determinant in issuing the student grade. The report card will depict student academic achievement for the grading period according to the rubric or grade criteria, and separate marks will reflect the student's effort/work habits and citizenship.

The District holds that daily school attendance is mandatory and necessary for successful academic achievement. However, students will be allowed the opportunity to make up missed assignments and tests for authorized absences.

Legal Reference:

Education Code

44662 Evaluation and Assess

44662 Evaluation and Assessment Guidelines

48070 Promotion and Retention 48431.6 Required Systematic Review

49066 Grades; Finalization; Physical Education Class 49067 Regulations Regarding Pupil's Achievement

Policy PARAMOUNT UNIFIED SCHOOL DISTRICT

adopted: 6/25/85 Paramount, California

revised: 6/22/99 revised: 3/28/00 revised: 4/28/09

revised:

TO: Ruth Pérez, Superintendent

FROM: Deborah Stark, Assistant Superintendent-Educational Services

DATE: October 22, 2018

SUBJECT: Nonpublic, Nonsectarian School/Agency Services Annual Master

Contract for Special Education Students, 2018-19 School Year

BACKGROUND INFORMATION:

To facilitate appropriate educational progress, some special education students require programs not available in the District. These students are placed in nonpublic schools (NPS), which provide the necessary programs and services. The District contracts on an as-needed basis or annually based on needs identified through the Individual Education Plan (IEP) process.

Beach Cities Learning is a nonpublic school in Long Beach that serves the educational needs of students between the ages of six to 22. Beach Cities Learning supports students with disabilities through individualized academic instruction and therapeutic programs; A contract is necessary because currently contracted nonpublic schools are at capacity and cannot accommodate additional student placements.

A master contract for the NPS is submitted under separate cover.

POLICY/ISSUE:

Education Code 56020-56040 – <u>Education of Exceptional Children in Non – Public Schools</u>

Education Code 59300 – <u>Cost to District of Pupils Attending a State-Operated School</u>

FISCAL IMPACT:

Approximately \$23,000 from Special Education funds and \$18,000 from Mental Health funds.

STAFF RECOMMENDATION:

Approve the Nonpublic, Nonsectarian School/Agency Services Annual Master Contract for the placement of Special Education students in Beach Cities Learning in Long Beach as determined by students' Individual Education Plan for the 2018-19 school year.

ACTION ITEM: 3.2-A

PREPARED BY:

David Daley, Director - Special Education

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

TO: Ruth Pérez, Superintendent

FROM: Deborah Stark, Assistant Superintendent-Educational Services

DATE: October 22, 2018

SUBJECT: Nonpublic School Placement for Special Education Students for

2018-19

BACKGROUND INFORMATION:

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

A middle school student (2017001216) with an eligibility of other health impairment was unsuccessful in a District placement. The IEP team recommends placement at Spectrum Center with designated instructional service (DIS) counseling as the least restrictive environment for the 2018-19 school year. The estimated cost not to exceed \$28,000.

A high school student (2008002183) with an eligibility of specific learning disability was unsuccessful in a District placement. The IEP team recommends placement at Beach Cities Learning Center with DIS counseling as the least restrictive environment for the 2018-19 school year. The estimated cost not to exceed \$41,000.

A high school student (2009003281) with an eligibility of other health impairment currently attends Olive Crest Academy. The IEP team recommends a 1:1 aide. The estimated cost not to exceed \$23,000.

POLICY/ISSUE:

Education Code 56020-56040 - $\underline{\text{Education of Exceptional Children in Non-Public Schools}}$

FISCAL IMPACT:

Estimated cost not to exceed \$51,000 from special education funds and \$41,000 from mental health funds.

STAFF RECOMMENDATION:

Approve the placement for special education students in nonpublic schools as determined by the students' Individual Education Plan for the 2018-19 school year.

ACTION ITEM: 3.3-A

PREPARED BY:

David Daley, Director - Special Education

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

• Goal 3: All students will possess the skills necessary to be successful in any career path.

TO: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

DATE: October 22, 2018

SUBJECT: Tech Smart Agreement Amendment

BACKGROUND INFORMATION:

On May 29, 2018, the Board approved the Tech Smart agreement. The item is being submitted again due to a correction to the fiscal impact. The Board item brought to the Board in May listed a total of fiscal impact of \$25,000.00; the fiscal impact should have been \$33,500 for services rendered and \$900.00 for travel expenses, a total of \$34,400.

Tech Smart is an organization that specializes in bringing "coding" – i.e. computer programming – into classrooms. Coding is a skill that has been identified as one that will be essential for the future job market, so there is a need to make it widely available for students. Over the past several months, district staff has collaborated with the team from Tech Smart on developing resources that can be used to teach Algebra 1 using coding as way to make that subject matter more relevant, engaging, and interesting for students. This agreement establishes our partnership with Tech Smart, and will provide training, support, and instructional resources for teachers at PHS West who have volunteered to try this new approach to teach Algebra 1.

POLICY/ISSUE:

Board Policy 3322 - Contracts

FISCAL IMPACT:

Not to exceed \$34,400.00 from LCAP funds

STAFF RECOMMENDATION:

Approve the amended Tech Smart agreement to provide training, support and instructional resources for teachers at Paramount High West Campus.

PREPARED BY:

Ryan Smith, Assistant Superintendent - Secondary 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
- Goal 3: Instruction will be standards-based, relevant, personalized, and rigorous

ACTION ITEM: 3.4-A

TechSmart, Inc. Curriculum as a Service (CaaS) Agreement

This Curriculum as a Service (CaaS) Agreement ("Agreement") is made by and between TechSmart, Inc. ("TechSmart"), a Delaware Corporation, and Paramount Unified School District("School District"), and shall be effective as of May 30, 2018 ("Effective Date"). Each party to this Agreement may also be referred to herein individually as a "Party" and collectively as the "Parties."

Pursuant to this Agreement and any Schedules, TechSmart will provide School District with the TS Offerings. Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, TechSmart and School District agree to be bound by the terms and conditions set forth below.

Tech S mart	SCHOOL DISTRICT
Signature:	Signature:
Print Name: <u>Bruce M. Levin</u>	Print Name: Ruben Frotal
Title: Chief Executive Officer	Title: COO
Date: 6/13/18	Date: 6/12/18

TERMS AND CONDITIONS

- 1. <u>Definitions</u>. The following capitalized terms shall be defined, used and interpreted throughout this Agreement as follows:
- 1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the TS Offerings.
- 1.2 "Applicable Law" means any local, state or federal laws or regulations that are applicable to the activities specified or reasonably contemplated under this Agreement.
- 1.3 "Authorized User" means those Teachers or Students who have been approved by School District to use the TS Offerings pursuant to this Agreement and who have been permitted such access by TS.
 - 1.4 "Fees" has the meaning set forth in a Schedule.
- 1.5 "Harmful Code" means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to or use of, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, the TS Offerings.
- 1.6 "Intellectual Property Rights" means all: (a) copyrights, copyrightable works, registrations for copyrightable works; (b) trademark, trade name, service mark and logo rights, whether in common law or otherwise, and registrations and

applications for registration of any of the foregoing; (c) patent applications, patent rights, continuations and continuations-in-part, and divisions; (d) trade secrets, moral rights, right of publicity, authors' rights, contract, and licensing rights; and (e) goodwill and all other intellectual property rights as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction.

- 1.7 "Personnel" means employees and independent contractors.
- 1.8 "PII" means any data that could potentially identify a specific individual or any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data.
- 1.9 "Resultant Data" means information, data and other content that is derived by or through the TS CaaS from processing School District Data and is sufficiently different from such School District Data that such School District Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.
- 1.10 "Schedule" means a schedule attached to this Agreement or a schedule subsequently executed by the Parties which references and incorporates this Agreement, and which schedules are hereby incorporated into and made a part of this Agreement.

Page 1 of 10 CONFIDENTIAL

- 1.11"School District Data" means, other than Resultant Data, information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from School District or an Authorized User by or through the TS CaaS. School District Data does not include data collected independently by TechSmart via other sources, including from students directly enrolled with TechSmart to receive TechSmart services or products ("Direct Data"), even if the students directly enrolled with TechSmart are also Students and even if that Direct Data constitutes some of the same data as the School District Data.
- 1.12 "**Selected Schools**" has the meaning set forth in a Schedule.
- 1.13 "Semester" has the meaning set forth in a Schedule.
- 1.14 "**Student**" means an individual student in the School District identified by School District as authorized to take the Courses.
- 1.15 "**System Administrator**" means TS employee that is responsible for the upkeep, configuration and operation of the TS CaaS.
- 1.16 "**Teacher**" means School District teachers identified by School District as authorized to teach the Courses.
- 1.17 "Term" means the period of time beginning on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will continue until the later of termination or expiration of the last Schedule in effect under this Agreement, or either party terminates this Agreement with 180 days' prior written notice.
 - 1.18 "Territory" means the United States of America.
- 1.19 "TS CaaS" means TechSmart' online Computer Science Teaching and Learning Platform through which the TS Content is delivered to Students and Teachers.
- 1.20 "TS Content" means TechSmart' curriculum and educational course materials, including accompanying text, diagrams, videos, code, programs, projects, instruction manuals, software and all related materials, in various subjects that TechSmart makes available to School District under this Agreement (each such subject, a "Course"). Throughout the Term, School District may only offer those versions of Courses to Students as listed in TechSmart' then-current Course catalog ("Course Catalog") or as set forth in a Schedule. All Courses shall be delivered in the English language and in the format specified by TechSmart.
- 1.21 "TS Offerings" means, collectively, the TS CaaS, the TS Content and the TS Services.

1.22 "TS Services" means any services to be delivered by TechSmart to School District under this Agreement or a Schedule.

2. Authorization; Services Description.

- 2.1 Subject to and conditioned on School District's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, TechSmart hereby authorizes School District to access and use, solely in the Territory and during the applicable Semester(s), the TS Offerings by and through Authorized Users in the Selected Schools, for the purpose of delivering Courses to Students in accordance with the terms and conditions in this Agreement, the Schedule(s) and TechSmart' Terms of Use and Privacy Policies (available at http://www.TechSmart.com). This authorization is non-exclusive, non-sublicenseable and non-transferable.
- 2.2 School District shall offer all Courses to Students solely for completion within the Semester. Courses may not be extended or redistributed, reproduced or retransmitted by School District or Students to any third parties.
- 2.3–School District shall offer all Courses to Students in the form delivered by TechSmart, without any modification or alteration of any kind. School District shall not break up, divide, modify, alter, change, delete or add to, or append material to any Course without the prior written approval of TechSmart or unless otherwise specified in a student's Individualized Education Plan or Section 504 Accommodation plan. Each set of Access Credentials may only be used by the single named Authorized User specified by TechSmart, and School District will ensure its Teachers, Students and staff comply with the foregoing.
- 2.4 School District shall not and shall not permit any other person to: (a) copy, modify or create derivative works or improvements of the TS Offerings; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any of the TS Offerings to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, decompile or disassemble the TS CaaS or any software that TechSmart delivers to School District pursuant to this Agreement, and shall not use the TS Offerings as a basis for developing its own educational course materials; (d) allow Authorized Users to share or distribute Access Credentials; (e) bypass or breach any security device or protection used by the TS Offerings or access or use the TS Offerings other than by an Authorized User through the use of his or her own then valid Access Credentials; or (f) input, upload, transmit or otherwise provide to or through the TS CaaS, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code.

- 2.5 TechSmart shall deliver all Courses specified in this Agreement to School District via the TS CaaS or as otherwise expressly set forth in a Schedule. School District shall maintain all TS Content in a safe and secure manner to prevent unauthorized access, use or distribution.
- 2.6 TechSmart may suspend, terminate or otherwise deny School District or its Authorized Users' access to or use of all or any part of the TS Offerings, without incurring any resulting obligation or liability, if: (a) TechSmart receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires TechSmart to do so; or (b) TechSmart believes, in its good faith and reasonable discretion, that: (i) School District or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the TS Offerings beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) School District or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; (iii) School District or any Authorized User has uploaded to, or used the TS Offerings for, any inappropriate purpose, including but not limited to. demeaning or pornographic activity or harassment; or (iv) this Agreement expires or is terminated. This Section 2.6 does not limit any of TechSmart' other rights or remedies, whether at law. in equity, or under this Agreement.
- 2.7 TechSmart shall provide School District with written notice before making material changes to its privacy policies related to any and all services specified in this Agreement.

3. School District Obligations.

- 3.1 Equipment and Access. School District, and/or its Teachers or Students will be responsible for obtaining all equipment, including without limitation, all necessary hardware, software, modems, connections, bandwidth, and access to the Internet required for the delivery of and access to the TS Offerings, and all costs associated with the same. School District shall at all times during the Term: (a) provide TechSmart' Personnel with such access to School District's premises as is necessary for TechSmart to perform the TS Offerings in accordance with this Agreement; and (b) provide all cooperation and assistance as TechSmart may reasonably request to enable TechSmart to exercise its rights and perform its obligations under and in connection with this Agreement, TechSmart is not responsible or liable for any delay or failure of performance caused in whole or in part by School District's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 3.2 <u>Teachers</u>. Except as otherwise expressly set forth in a Schedule, School District shall be responsible for: (a) administering and teaching the Courses, including without limitation, administering and providing all Teachers for the

- Courses; and (b) School District's staff, Teachers and Students' compliance with this Agreement.
- 3.3 Regulatory Compliance. School District shall be responsible for ensuring that it is duly authorized and licensed in each jurisdiction in which it is required to be authorized or licensed to offer online educational offerings, including without limitation, in each jurisdiction in which it offers or provides the Courses to Students.
- 3.4 Other Costs. Except as set forth herein, each Party shall bear all expenses, charges and other costs incurred by it in connection with the performance of the obligations identified for such Party under this Agreement.

4. Security: Data.

- 4.1 School District Control and Responsibility. School District has and will retain sole responsibility for: (a) all School District Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of School District or any Authorized User in connection with the TS Offerings; (c) School District's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by School District or through the use of third-party services ("School District Systems"); (d) the security and use of School District's and its Authorized Users' Access Credentials; and (e) all access to and use of the TS Offerings directly or indirectly by or through the School District Systems or its or its Authorized Users' Access Credentials, with or without School District's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.
- 4.2 Access and Security. School District shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the TS Offerings; and (b) control the content and use of School District Data, including the uploading or other provision of School District Data for processing by the TS CaaS.
- 4.3 <u>Consent to Use School District Data</u>. School District hereby grants all such rights and permissions in or relating to School District Data to TechSmart and its Personnel as are necessary or useful: (a) to provide the TS CaaS and TS Content and to perform the TS Services; and (b) for the purposes of this Agreement, exercise of its rights and performance of its obligations hereunder.

5. No Alteration Marks; Marketing and Publicity.

5.1 School District shall not remove any TechSmart trademarks, names or branding ("TS Marks") from the TS Content or attempt to re-brand the TS Content (including the

Courses). School District shall not remove any trademark, copyright or other legal notices from the TS CaaS or any TS Content provided under this Agreement. TechSmart grants School District a non-exclusive, non-transferable license during the Term to use the TS Marks in the form provided or otherwise approved in writing by TechSmart. All uses of the TS Marks shall inure exclusively to the benefit of TechSmart.

5.2 School District grants TechSmart a non-exclusive, non-transferable, worldwide, perpetual license to use the School District's trademarks, names or branding in the form provided, or otherwise approved in writing by School District ("School Marks") for use in client and reference lists, in TechSmart' promotional materials, and as further described in a Schedule in electronic format. All uses of the School Marks shall inure exclusively to the benefit of School District. School District may revoke TechSmart rights regarding trademarks, names or branding for as long as the agreement is active.

6. Fees and Payment Terms.

6.1 <u>License and Service Fees</u>. School District shall pay TechSmart the Fees set forth in a Schedule. All Fees payable by School District shall be due and payable as set forth in a Schedule. All Fees shall be paid in U.S. dollars and are exclusive of taxes and similar assessments. School District shall be responsible for all sales taxes, use taxes and any other taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding only U.S. taxes based solely upon TechSmart' gross income. TechSmart will owe no fees or compensation to School District (including facility rental fees) related to its performance under this Agreement.

7. Confidentiality.

7.1 <u>Definition of Confidential Information</u>. TechSmart, Inc. is hereinafter considered to be "other school officials" within the meaning of FERPA. A school official is a person or company with whom the District has contracted to perform a special task and who has a legitimate educational interest in the records they have access to. TechSmart, Inc. agrees to comply with both FERPA and corresponding Calif.law respecting student education records. Personally identifiable information obtained from the District by the Contractor in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Contractor's responsibilities under this Agreement.

7.2 The Parties agree that, with the exception of any and all "confidential student information" as defined in this Agreement, Resultant Data and School District Data are TechSmart' Confidential Information. Resultant Data and School District Data are TechSmart' Confidential Information. Recipient

will receive and hold Disclosing Party's Confidential Information in trust and confidence and will treat such Confidential Information with the same degree of care as it accords to its own Confidential Information of like sensitivity, but in no event less than a reasonable level of care, and will not disseminate, or in any way disclose Disclosing Party's Confidential Information to any third party. Recipient further agrees that it and its employees, agents and contractors will use Disclosing Party's Confidential Information only for the purposes contemplated by this Agreement. Notwithstanding the immediately preceding sentence, TechSmart is not restricted by this section from using Resultant Data or School District Data for the purpose of improving curriculum, instruction or learning outcomes and this section will not limit TechSmart' rights to use School District Data as otherwise permitted by this Agreement. In no circumstance will Resultant Data be associated with Student or Teacher PII. Within thirty (30) days after the date of termination of this Agreement, Disclosing Party may request, in writing (email is sufficient), and Recipient shall, either return all of Disclosing Party's Confidential Information to Disclosing Party or certify in writing to Disclosing Party the destruction of such Confidential Information. TechSmart shall treat the terms and conditions of this Agreement as confidential; provided however, either Party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business.

7.3 Notwithstanding anything to the contrary in this Section 7.1, TechSmart may disclose or produce any School District Data if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that TechSmart gives School District reasonable advance notice of the same so as to afford School District a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure.

SAFEGUARDS AGAINST UNAUTHORIZED ACCESS AND RE-DISCLOSURE

- 7.4 TechSmart agrees to establish and implement the following minimum safeguards for maintaining the confidentiality of the "confidential student information" provided by School District and as defined above pursuant to this Agreement:
- a) Access to the "confidential student information" provided by School District to TechSmart will be restricted to the System Administrator on behalf of TechSmart, to perform official duties in the performance of work that requires access to the "confidential student information" as detailed in the Agreement.
- b) TechSmart agrees not to sell the "confidential student information" and further agrees not to share the "confidential student information".
- c) TechSmart will protect the "confidential student information" in a manner that prevents unauthorized persons from accessing

the information by means of computer, remote terminal, or other means.

- d) TechSmart agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of the "confidential student information."
- e) TechSmart agrees to destroy the "confidential student information" within a reasonable period of time if the School District requests destruction of same.

REDISCLOSURE OF CONFIDENTIAL INFORMATION

- 7.5 Re-disclosure of then "confidential student information" received from School District by TechSmart to any person who is not expressly identified by or pursuant to this Agreement as a person authorized to receive and process such information is prohibited by this Agreement and various state and federal laws such as those cited above in the context of the definition of "confidential student information".
- 7.6 <u>Exclusions.</u> Notwithstanding the foregoing, Confidential Information shall not include information that Recipient can establish: (a) has entered the public domain without Recipient's breach of any obligation owed to Disclosing Party; (b) is rightfully received by Recipient from a third party without confidentiality restrictions; (c) is known to Recipient prior to first receipt by Recipient from Disclosing Party hereunder; or (d) is independently developed by Recipient without reference to Disclosing Party's Confidential Information.
- 7.7 <u>Injunctive Relief.</u> The Parties agree that in the event of any breach or threatened breach of this Section 7 or Section 8 of this Agreement, the non-breaching Party may suffer an irreparable injury, such that no remedy at law will afford that Party adequate protection against or appropriate compensation for such injury. Accordingly, in addition to remedies available at law, the Parties hereby agree that the non-breaching Party shall be entitled to seek specific performance as well as such injunctive relief as may be granted by a court of competent jurisdiction.

8. Proprietary Rights Ownership.

8.1 Reservation of Rights. TechSmart shall own all right, title and interest, including without limitation all Intellectual Property Rights, embodied in or otherwise applicable to the TS Offerings, including, without limitation Courses, Marks and any other material provided by TechSmart to School District under this Agreement. While School District is prohibited from making any modifications, alterations or changes to the TS Content, all right, title and interest, including without limitation, any Intellectual Property Rights, in any such modifications that are made thereto or any derivative works of the TS Content, shall be automatically assigned to and owned solely by TechSmart.

Except for the licenses expressly conveyed to School District hereunder, TechSmart reserves all rights in and to the TS Offerings.

- 8.2 Feedback. If School District provides comments, feedback, ideas, reports, suggestions, data or other information to TechSmart (collectively "Feedback"), School District acknowledges and agrees that: (a) Feedback does not contain confidential or proprietary information; (b) TechSmart shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide; (c) TechSmart may have something similar to the Feedback already under consideration or in development; (d) Feedback automatically becomes the property of TechSmart without any obligation of TechSmart to School District; and (e) School District is not entitled to any compensation or reimbursement of any kind from TechSmart under any circumstances.
- Nondiscrimination. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this agreement because of race, color, creed, religion, national origin, age, handicap, honorably discharged veteran or military status, sex, sexual orientation, marital status, genetic information, pregnancy, the presence or the perceived presence of any sensory, mental or physical disability or any other basis prohibited by applicable local, state or federal law, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

10. <u>Warranties; Indemnification</u>.

10.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full corporate right, power, and authority to enter into the Agreement and to perform the acts required of it under the Agreement; (b) is permitted by Applicable Law and regulations to enter into this Agreement; (c) when executed and delivered, the Agreement will constitute a legal, valid, and binding obligation, enforceable against it; and (d) it is not subject to any other agreement that would conflict with its ability to perform its obligations under this Agreement. In addition, School District represents and warrants that: (y) it has obtained proper permission (including as required by Applicable Law) to provide the TS Offerings to the Students and Teachers; and (z) has and will have the necessary rights and consents in and relating to the School District Data so that, as received by TechSmart and processed in accordance with this Agreement,

they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, any privacy or other rights of any third party, or violate any Applicable Law.

- 10.2 <u>Indemnification of TechSmart</u>. Each party to this Agreement shall be responsible for any and all acts and omissions of its own employees, officers, directors, trustees and agents. Each party shall defend, hold harmless, and indemnify the other party from and against any and all third party claims, damages, and liability of any kind arising from the negligence of its own employees, officers, directors, trustees, and agents.
- 10.3 <u>Disclaimer</u>. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TechSmart DISCLAIMS ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE TS OFFERINGS OR OTHER ITEMS OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (C) CLAIM OF INFRINGEMENT.
- 11. Limitation of Liability. EXCEPT WITH RESPECT TO ANY BREACH BY SCHOOL DISTRICT OF ITS OBLIGATIONS RELATED TO TechSmart' INTELLECTUAL PROPERTY RIGHTS, Α PARTY'S BREACH OF SECTION (CONFIDENTIALITY) AND ANY AMOUNTS PAYABLE TO A **PARTY** TO **THIRD** PURSUANT INDEMNIFICATION **OBLIGATIONS** (A) HEREUNDER: **UNDER** CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE **OTHER PARTY** FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES), ARISING FROM OR RELATING TO THE AGREEMENT, INCLUDING LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OPPORTUNITIES, OR LOST BUSINESS: AND (B) THE AGGREGATE LIABILITY OF EACH PARTY ARISING FROM OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT. WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WILL NOT EXCEED TEN THOUSAND DOLLARS (U.S. \$10,000). IN ADDITION, EXCEPT FOR CLAIMS ARISING FROM TechSmart' GROSS NEGLIGENCE OR WILFUL MISCONDUCT, TechSmart WILL NOT BE LIABLE FOR ANY CLAIMS RELATING TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM TechSmart' PERFORMANCE UNDER AGREEMENT. NOTHING IN THIS SECTION WILL LIMIT SCHOOL DISTRICT'S OBLIGATION TO PAY TechSmart PURSUANT TO SECTION 6.

12. <u>Termination</u>.

- 12.1 <u>Termination on Breach</u>. In the event of a material breach of this Agreement by either Party where no other remedy is specified, the non-breaching Party may terminate the Agreement by giving the breaching Party written notice of the breach and the non-breaching Party's intention to terminate the Agreement (a "Termination Notice"). If the breach has not been cured within the cure period specified within the Termination Notice, which cure period shall not be less than thirty (30) days following the date of delivery of such Termination Notice, this Agreement shall automatically terminate.
- 12.2 <u>Additional Termination Rights</u>. TechSmart shall also have the right to terminate this Agreement upon ten (10) days prior written notice if School District fails to pay any amounts properly accruing in TechSmart' favor under this Agreement when such payments become due and such failure to pay has not been cured within the 10-day period.
- 12.3 <u>Effect of Termination</u>. Upon termination or expiration of this Agreement for any reason, School District shall immediately cease accessing the TS Offerings and any further marketing or distribution of the TS Content. In addition, School District shall promptly remove all TS Content in the School District's possession and promptly (but in no event later than ten days following such termination or expiration) certify in writing to TechSmart that it has done so. Further, upon termination or expiration of this Agreement, any and all confidential student information provided by School District pursuant to this agreement shall either be immediately returned to School District or immediately destroyed.
- 12.4 <u>Survival of Obligations</u>. Sections 1, 2.3, 3.3, 4 through 13 of this Agreement, any sections which, by their terms, are intended to survive, and any claims for amounts properly payable by School District to TechSmart hereunder, shall survive any termination or expiration of this Agreement, howsoever occurring.

13. General.

- 13.1 <u>Export Regulations.</u> School District shall not export, directly or indirectly, the TS Content to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.
- 13.2 <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be given in writing and, except as otherwise authorized in this Agreement, shall be delivered in person, facsimile transmission or by certified or registered mail, postage prepaid, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail or upon acknowledgment of receipt of facsimile transmission. Notices shall be sent to the individuals

Page 6 of 10 CONFIDENTIAL

specified below at the addresses set forth below, the facsimile numbers below (if any), or such other persons or addresses as either Party may specify in writing:

IF TO TechSmart: TechSmart, Inc. Attn: Bruce M. Levin, CEO 407 101st Ave Bellevue, WA 98004

IF TO SCHOOL DISTRICT:
Paramount Unified School District
Attn:

15110 California Ave.
Paramount CA 90723

13.3 <u>Headings</u>. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

- 13.4 Waiver or Delay. A waiver of a breach of any term of this Agreement must be in a writing signed by the waiving Party and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. No failure or delay by either Party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be a waiver of any of the other terms and conditions of this Agreement. Except as otherwise specified herein (e.g., where an exclusive remedy is specified) the exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.
- 13.5 Force Majeure. If the performance of this Agreement is adversely restricted or if either Party is unable to conform to any warranty by reason of any circumstances beyond the reasonable control and without the fault or negligence of the Party affected, then the Party affected, upon giving prompt written notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so restricted); provided, however, that the Party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.
- 13.6 <u>Severability: Interpretation</u>. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. No provision of this Agreement shall be construed against either Party solely by virtue of its authorship.

- 13.7 <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington and, where such laws are preempted by the laws of the United States, by the internal laws of the United States, in each case without regard to: (a) conflicts of laws principles; and (b) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods.
- 13.8 <u>Venue and Jurisdiction</u>. In the event of any claim or dispute arising out of or relating to this Agreement, the Parties shall submit to the exclusive jurisdiction of and venue in any court of competent jurisdiction situated in King County, Washington. Each Party hereby waives all defenses of lack of personal jurisdiction and forum non-conveniens in connection with any action brought in the foregoing courts.
- 13.9 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship of the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein.
- 13.10 Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes any prior or collateral agreements, communications, representations or understandings between them with respect to the subject matter hereof. This Agreement may not be modified or supplemented except in a writing executed by a duly authorized representative of each Party.
- 13.11 <u>Compliance with Applicable Law</u>. Each Party shall at all times comply with all Applicable Law in performing the obligations specified for it in this Agreement.
- 13.12 <u>Counterparts; Exchanges by Email or Fax.</u> This Agreement 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. The exchange of a fully executed Agreement (in counterparts or otherwise) by email or fax shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

SCHEDULE 1

This Schedule 1 ("Schedule") is entered into as of May 30, 2018 (the "Schedule Effective Date") and made a part of the Curriculum as a Service (CaaS) Agreement ("Agreement"), between School District and TechSmart, with an effective date of May 30, 2018 (the "Agreement"). All capitalized terms not defined in this Schedule have the respective meanings set forth in the Agreement or in the exhibits attached to this Schedule. To the extent that any term of this Schedule conflicts with any of the terms of the Agreement, and this Schedule explicitly states that it intends to modify the conflicting terms, this Schedule supersedes the Agreement,

OVERVIEW

TechSmart offers computer science educational course materials designed for delivery to K-12 students via an online computer science teaching & learning platform, or curriculum as a service (CaaS). School District provides educational content directly to K-12 students and desires to use the TS CaaS and to license from TechSmart the TS Content specified herein computer science courses for delivery to certain of School District's high school students. As part of the computer science courses, School District will also purchase from TechSmart the TS Services described in Exhibit B in support of School District's delivery of the TS Content to students.

School Year	2018-19			
Schedule Term	Schedule Effective Date through June 15, 2019			
Courses	High School Computer Science Pathway Algebra 1 w/Coding			
Authorized Users	Unlimited teacher & student licenses.	-		
Schools	Paramount High School - West Campus			
Teacher Coding Bootcamps	CST201: Coding in Python 1 for Teachers			
Fees and Consideration	Coding Bootcamp Training CST201: 7 high school teachers x 2,500 CST201: 2 Math Curriculum Dev x 2,500	= \$17,500 = <u>\$ 5,000</u> \$22,500		
	Curriculum as a Service CS Curriculum + Platform x \$5,000	= \$5,000		
	Algebra 1 w/Coding Core Content Pack x \$2,500	<u>= \$2,500</u> \$7,500		
	Teacher Live Support (7) High School teacher x \$500	= \$3,500		
	Curriculum Development			
	Algebra 1 w/Coding	No charge		
	Efficacy Research	No charge		
	Total F	Total Fees = \$33,500		
	<u>Travel Expenses</u> School will reimburse TechSmart for travel expenses incurred while TechSmart staff is onsite at School District providing Coding Bootcamp Teacher Training. TechSmart will submit a travel expense report with details of all expenses incurred. School will pay expenses within 30 days of submittal.			
Payment Due Date	\$33,500 due by 7/1/18			
	TechSmart will invoice School District 30 days prior to payment due date. School District will provide payment no later than the due date specified above.			

Page 8 of 10 CONFIDENTIAL

- 1. Class Data. School District will provide to TechSmart a list of the following data for each class: District Holidays and Non-Teaching Days, Student Roster and Teacher roster no later than 30 days before the beginning of the Semester ("Class Data"). School District will send the Class Data in the .csv format, or such other format as mutually agreed on by the Parties. The Student Roster will contain the following information: Student ID, Student First Name, Student Last Name, Grade Level, Student Email Address, School, Period.
- 2. System Requirements. School District will provide the necessary hardware, software and Internet connections required for the delivery of and access to the TS Offerings. The following are the minimum requirements:
 - Student & Teacher computers: O/S: Mac OSX 10.7 or higher, Windows 7 or higher or Chromebook. Processor 1 GHz processor, Memory 512MB, Monitor Resolution 1600x900 (1920 x 1080 preferred), Internet Browser- Google Chrome.
 - Internet Connection: Broadband (high speed) Internet connection with a minimum consistent speed of 1.5Mbs.
 - Classroom:
 - High School: Two LCD Projectors per classroom with WUXGA resolution (1920 x 1200 widescreen 16:10 Aspect Ratio).

TechSmart Signature:	Man	School District Signature:	FR Pleise	
-	: Bruce M. Levin	Print Name:	Ruben Frutos	
Title:	Chief Executive Officer	Title:	CBO	
Date:	6/13/18	Date:	6/12/18	_

EXHIBIT A TS Services Description

- Teacher Coding Bootcamps. The TechSmart Teacher Coding Bootcamps will provide instruction and training for District Teachers and is designed to help them teach the courses listed in Schedule 1 to Students ("Coding Bootcamps"). The Coding Camps will consist of the following:
 - CST201: Coding in Python 1 for Teachers Course curriculum
 - Computer Science Teaching Platform user training
 - TechSmart Computer Science Pedagogy Training
- Teacher Support: TechSmart will provide the following teacher support services:
 - Live Support Online technical and teaching support delivered via the Live Support chat module of the TechSmart Platform.
 - Teacher Check-ins- Scheduled one-on-one web meetings with teachers twice a month.
- Curriculum Development: TechSmart will provide the following curriculum development:
 - Algebra 1 w/Coding development of instructional materials, coding exercises and projects that integrate into the District's Algebra 1 course.
- Efficacy Research: TechSmart will provide the following efficacy research services:
 - Conduct a formal research study that measures student engagement and outcomes and teacher satisfaction and engagement. The structure and metrics of the research study to be mutually agreed upon by the District and TechSmart.
- Dates.
 - Coding Bootcamp Teacher Training: Mutually agreed upon dates to be determined planning phase of the project.
 - Curriculum Development: Mutually agreed upon dates to be determined planning phase of the project.

Page 10 of 10 CONFIDENTIAL

TO: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

DATE: October 22, 2018 **SUBJECT:** Happiness is Now Inc.

BACKGROUND INFORMATION:

To support current efforts of building a positive school culture and climate, Paramount High School-West Campus looks to contract with Happiness is Now (HIN) Inc. for the purpose of providing three motivational dance presentations for 9th grade students. Happiness is Now Inc. is a for-purpose organization that is based out of Orange, Ca. The HIN Experience provides an interactive dance experience, which creates positive energy, promotes the science of happiness and speaks the truth about success. HIN demonstrates the importance of finding your passion in achieving ultimate happiness and redefining personal success.

POLICY/ISSUE:

Board Policy 4126 – <u>Consultants and Independent Contractors Provide</u> <u>Specialized Services</u>

FISCAL IMPACT:

\$3,000.00

STAFF RECOMMENDATION:

Approve the contract for Happiness is Now (HIN) Inc. for the purpose of providing three motivational dance presentations for Paramount High School-West Campus students during the 2018-19 school year.

PREPARED BY:

Greg Francois, Director - Secondary Education and Instructional Technology

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.

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 3.5-A



Happiness is Now

IT ALL STARTED IN 2011 WHEN...Danny had a life-stroke and his world came crashing down. Anxiety, stress, and depression had taken control while hope, faith, and happiness were in the distant background. This would become the toughest fight of Danny's life...and FEAR was his opponent.



Danny V. Batimana creates positive energy for sustained happiness. He is a youth happiness speaker and founder of Happiness is NOW (HIN) Inc., a for-purpose organization, specializing in motivational dance presentations across North America.

After graduating from Diamond Bar High School, this Filipino-American born became a dance choreographer for the NBA's Los Angeles Laker Girls, Portland Trailblazers, and Los Angeles Clippers Spirit. In 1994, he created Team Millennia (TM), a collegiate hip-hop dance team while studying Business Administration at Cal State University, Fullerton (CSUF).

By the end of his Senior year at CSUF, Danny had choreographed, produced, and directed various dance shows, which led him to pursue an entertainment career in the Philippines. After one year, he decided to return back to Southern California and obtain a Secondary Teaching Credential (in Business, Mathematics, and Dance) again, at CSUF. This led him to teach mathematics and leadership for several years at West Covina HS and eventually developing the Regional Occupational Program (ROP) "Professional Dance" program at Western HS.

In 2010, he became the manager of the Poreotics Dance Crew (America's Best Dance Crew Season 5 champions), traveling the world, gaining experiences, which would eventually lead to his desire to 'change the world' through a happiness movement called "Happiness is NOW.' The HIN Experience is in it's 5th year of existence and soon to spread to over 500+ elementary, middle, and high schools throughout California.

OUR MOVEMENT

Happiness is NOW (HIN) Inc., a for-purpose organization, specializes in motivational dance presentations based out of Orange County, California.

The HIN Experience provides an interactive dance experience, which creates positive energy, promotes the science of happiness, and speaks the truth about success. HIN demonstrates the importance of finding your PASSION in achieving ultimate HAPPINESS and redefining personal SUCCESS.

"We're bringing HAPPY back!"

TO: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent–Secondary Educational

Services

DATE: October 22, 2018

SUBJECT: Memorandum of Understanding with CSU Dominguez Hills' Male

Success Alliance Program

BACKGROUND INFORMATION:

Paramount High School (PHS) seeks to continue its partnership with CSU Dominguez Hills' Male Success Alliance (MSA) Program as a means of joining efforts to support the needs of male students of color. MSA's goal is to yield a structured mentoring program that provides academic supports, progress monitoring of attendance, behavior and student grades. The program is designed to increase the academic success for males of color by closing the achievement gap and ensuring college enrollment and completion. MSA will provide academic enrichment activities at PHS for a maximum of 75 students.

This Memorandum of Understanding (MOU) is entered into by CSU Dominguez Hills' Male Success Alliance Program and Paramount Unified School District for the purpose of providing support to male students of color at Paramount High School.

MSA participants will receive the following services free of charge at the PHS campus for up to an hour each month for 2018-19:

- Academic tutoring and skill building
- Higher education awareness
- College mentoring

Paramount Unified School District will provide the following:

- Classroom(s) for the program to provide services
- Assistance with the publicity, recruitment and assignments of the program for a minimum of 25 students
- A designated certificated staff member on campus as a point of contact

POLICY/ISSUE:

Board Policy 6141 – <u>Curriculum Development</u>

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with CSU Dominguez Hills' Male Success Alliance Program for the 2018-19 school year.

PREPARED BY:

Greg Francois, Director - Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

- Goal 2: Expand community outreach efforts and increase opportunities for involvement.
- Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and businesses and industries.

NO-COST MEMORANDUM OF UNDERSTANDING

Between

Paramount Unified School District

And

Male Success Alliance

Contractor For

Mentoring Services/Student Support Services

PARTIES

Paramount Unified School District (the "District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 15110 California Ave., Paramount CA 90723

1.

Contractor Name: John Tamura

Type of Business: Post Secondary Institution

Point of Contact:

Name: Title:

Address: 1000. E. Victoria Street, Carson, CA 90747

Telephone: 310-243-3799

Fax: E-Mail:

Prof License# N/A

- 2. The purpose of this Memorandum of Understanding is to describe the mutual goals and responsibilities with regard to the implementation and operation of CSU Dominguez Hills Male Success Alliance Program (MSA) a program which provides academic, support services, and mentoring program for college readiness. The program CSU Dominguez Hills is proposing a Male Success Alliance to be implemented at Paramount Unified School District schools. The goal of the project is to yield a structured mentoring program that provides academic supports, progress monitoring of attendance, behavior and grades. The program is designed to increase the academic success for males of color by closing the achievement gap and ensuring college enrollment and completion. MSA provides academic enrichment activities to a minimum of 25 (25-75) students per campus.
- 3. By entering into this Memorandum of Understanding, Paramount Unified School District grants to the Contractor the ability to enter into "Service Delivery Applications ("SDA")" with specific schools within Paramount Unified School District. Once signed by the school and Contractor, Contractor shall provide the SDA to the Paramount Unified School District **prior to the commencement of services at the specific school.** Once the district signs the SDA and returns it to Contractor, services may commence.
 - The parties agree that any time the Contractor is at a school site to perform services under this Memorandum of Understanding, that a District administrator and/or teacher will be present. Contractor agrees that it will not perform services on any given day that it is unable to determine that a District administrator and/or teacher is present.

• The parties agree that the program can do targeted recruitment for African American and Latino males, but it will NOT exclude students of other races or females. Publicity of the program must emphasize that the program is open to all students.

DUTIES

- 4. The District, acting through the particular school as evidenced by an SDA, will perform the following duties:
 - Designate a certificated staff member from the school who will act as a point of contact for the Male Success Alliance program. The school staff member will:
 - a. Recruit and identify students eligible for the program.
 - b. Secure appropriate signed parental consent and release of information forms prior to referral to the program.
 - c. Ensure photo release forms have been signed by the parent/guardian when appropriate
 - d. Facilitate the gathering of required data points as agreed upon and requested by the agency.
 - e. Provide classroom/conference space as reasonably necessary to accomplish program objectives.
 - Ensure that qualifying members of the Male Success Alliance are highly considered for in leadership positions in other campus committees such as: School Site Council, Principal's Advisory Committee, and WASC student focus groups, and campus organizations such as the Associated Student Body or Student Government
 - Hosting the Male Success Alliance program by providing access to dedicated and shared space, as well as other programming resources on the school campuses including:
 - a. Providing space on campus for the program to be used during and after the regular school day, with school access to phone and computer communication lines as needed.
 - b. Access to common space (examples: cafeteria, playground, restrooms, etc.).
 - c. Access to students during instructional day or during lunch twice a month to conduct one on one meetings in relation to their academic and personal development.
 - d. Conduct group meetings twice a month during instructional day.
 - Assisting the program staff with referral, recruitment and assignment of students to the program by:
 - a. Coordinating access to regular day teachers, counselors, students and parents, guardians through meetings and written school communications.
 - b. Participating in the development of joint strategies to increase student participation and engagement.
 - c. Help identify students who are performing below grade level and can benefit from the program.
 - d. Collaborate with the agency staff to maximize support of the students' and program.
 - Integrating the program components for identified youth by:
 - a. Participating in regular scheduled communication with the program staff for the purpose of on-going program planning of the Male Success Alliance program.
 - b. Promoting the Male Success Alliance program among the teaching and counseling staff for the purpose of creating awareness, and encouraging participation in regularly scheduled communication with the program staff to ensure that the day

- and after school programming is aligned with the goals of regular school day classes and to monitor student progress.
- c. Participating in regularly scheduled meetings with the program staff.
- d. Providing student achievement data to provider for progress monitoring and program evaluation purposes.
- e. Ensure that parent/guardian authorization has been obtained;
- f. Engaging student parents and guardians to express the importance of the program and encourage their involvement
- g. Partnering in the development of community support to enhance and sustain the day and after school program into the long-term future.
- 5. The Contractor will perform the following duties: implement and operate the Male Success Alliance Program by:
 - MSA will obtain parental consent for student participation in mentoring program with the statement of understanding/arrangement that referral to community organizations is between MSA and the community organization. It must be clearly stated that MSA will collect student data (transcripts, progress reports) for evaluation of the program effectiveness, and that the District does not assume responsibility for the services provided by the MSA/community agency nor for the fees that may be charged.
 - Approval of MSA activities must be obtained through the principal and/or designee.
 Approval for MSA sponsored guest/assembly speakers will be obtained through the principal and District Risk Management, utilizing the Special Event process, guest speakers are required to sign the Individual Statement of Understanding, and Release and Waiver of Liability.
 - Off-site program offerings are not included as part of this MOU. MSA off-site program offerings, field trips, must be approved by the principal and be in compliance of the District's Field Trip policy. Parents of students planning to participate in off-site program offerings/field trips must be informed in writing that the District assumes no liability in connection with the off-site activity/field trip.
 - Developing and documenting clearly defined, measurable goals that are identified from a needs assessment of student and community needs, and communicating these goals to all program staff and partners.
 - Supply and maintain an accurate daily sign-in and sign-out log for all students enrolled in the program as well as reviewing and verify actual attendance rosters against all sign-in/out sheets. Keeping accurate student attendance records for each after school activity.
 - All academic assistance should align with School District and State standards. Program activities will only occur during non-instructional hours. Exceptions must be requested through and approved by the Principal.
 - Providing a program coordinator who provides management of the day-to-day operation of the program and coordinates/supervises mentors.
 - Developing and documenting policies and procedures for hiring the most qualified direct service staff for the day and after school program, evaluating staff performance on a regular basis, providing staff with professional development opportunities, and holding regular staff meetings for all direct service staff to discuss the overall vision and development of the program.
 - Advising school administration of all changes to site personnel and program design.
 - Contributing in-kind, pro-bono and leveraged resources to the program including staff,

- volunteers, non-school facilities (as appropriate), equipment and supplies, community partners, and other resources.
- Collecting input from students, families, school administrators/staff, and community partners to assess needs and solicit feedback to encourage program improvement.
- Developing and documenting a system of regularly scheduled communication with school administrators, counselors and regular day teachers to get input on students' needs, monitor student progress, and ensure that after school activity supports regular school curricula.
- Providing youth with on-going opportunities to participate in the development and implementation of the program, including a formalized youth leadership team. Creation of a MSA Club will in alignment of PUSD's policies and procedures regarding school sponsored clubs.
- Making information about the program available in a form and language that is easily understandable for all parents/guardians.

TERM

6. The agreement shall be effective for 5 year/s (maximum of five years) from the date the last party signs. Either party may terminate this agreement for any reason at any time upon reasonable notice to the other party.

GENERAL PROVISIONS

- 7. <u>LIABILITY</u> The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this agreement whether caused by the District, its officers, employees, or by third persons.
- 8. INDEPENDENT CONTRACTOR While engaged in performance of this agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this agreement. Contractor assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R. S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this agreement.
- 9. <u>CONFLICT OF INTEREST</u> Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.
 - Contractor will also take all necessary steps to avoid the appearance of a conflict of

- interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
- Contractor warrants that it has not directly or indirectly offered or given, and will not
 directly or indirectly offer or give, to any employee, agent, or representative of District
 any cash or noncash gratuity or payment with view toward securing any business from
 District or influencing such person with respect to the conditions, or performance of any
 contracts with or orders from District, including without limitation this agreement. Any
 breach of this warranty shall be a material breach of each and every contract between
 District and Contractor.
- As a condition of this agreement, Contractor agrees to comply with the Districts Code of Conduct.
- Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.
- Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.
- 10. <u>GENERAL INDEMNITY</u> The District and the Contractor shall indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense cost, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement.
- 11. <u>EQUAL EMPLOYMENT OPPORTUNITY</u> It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
- 12. <u>GOVERNING LAW</u> The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California
- 13. <u>FINGERPRINTING</u> The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:
 - Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
 - 13.2.1 Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1.
 - 13.2.2 Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California

- Education Code Section 45122.1 and provide such certification to the District administrator for this contract.
- 13.2.3 Provide annual information about its personnel. This form shall be submitted on an annual basis and be updated when there is a change in Provider personnel.
- 13.2.4 The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.
- 14. <u>TUBERCULOSIS TESTING</u> Provider assures that its employees, Subcontractors and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within six (6) months prior to the onset of service and provide certification at least once every four years thereafter. Contractor shall complete and submit to the School Exhibit B, which is a District form appropriate for this purpose.
- 15. <u>Criminal Background Check</u> Any of the Consultant employees, its agents, and or its sub-vendors assigned to enter District property to perform the services of this Agreement must be given, and they must pass a criminal background check, specifically for any criminal sexual act or any criminal acts directed toward children or teenagers. If they don't pass, they are not authorized to enter any District property to perform the required services. A breach of this provision is "Material" to this Agreement, therefore the CONSULTANT agrees that if this provision is breached, and or if any incident or criminal activity occurs which harms a District's staff member, officers, students, Board Members or District's agents then the CONSULTANT shall be held to unlimited liability and the District, staff, students, officers, board members and agents will be held harmless for the CONSULTANT'S violation of this provision.
- 16. <u>Insurance</u> Contractor shall, at his, her or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:
 - Commercial Form General Liability Insurance, including both bodily injury and property damage, along with abuse and molestation, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
 - Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.
 - Part A Statutory Limits
 - Part B \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- Sexual Abuse and Molestation coverage: \$1,000,000 per occurrence/\$1,000,000 Aggregate.
- Contractor shall furnish a certificate of insurance evidencing such coverage to the School as part of this agreement. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverage's referred to in clauses A and B above shall name the District and the Board of Education as additional insured's with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.
- Any modification to the insurance requirements listed above requires the approval of the District's Office of Risk Management and Insurance Services.

-SCHOOL-	-CSU Dominguez Hills-
BY:	BY:
NAME:	NAME:
POSITION:	POSITION:
DATE:	DATE:
-Paramount Unified School District-	-Paramount Unified School District-
BY:	BY:
NAME:	NAME:
POSITION:	POSITION:
DATE:	DATE:

TO: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

DATE: October 22, 2018

SUBJECT: Specialized Secondary Programs Grant Application for the 2018-19

School Year.

BACKGROUND INFORMATION:

The District has been notified of the opportunity to apply for the Specialized Secondary Programs (SSP) Grant. The purpose of the SSP Grant is to provide start-up funds for the establishment of new specialized programs in grades 9-12 in California high schools. The programs are expected to develop new standards-based model curriculum that promote an in-depth study of a targeted content area.

This grant is funded by the California Department of Education and provides two funding opportunities for new programs: a planning grant up to \$35,000, and an implementation grant up to \$100,000 following the planning year.

The following information highlights other features of SSP Grant:

- Only those high schools awarded SSP planning grants are eligible to apply for implementation grants.
- Applications must propose the development of comprehensive curriculum for two new courses which would serve students in grades 9-12.
- Faculty members in SSP's must develop comprehensive curriculum, instructional materials and methodology that the Superintendent of Public Instruction could make available to other schools in the state.

POLICY/ISSUE:

Board Policy 3230 – <u>Categorical Funds</u> Education Code 12400 – Authority to Receive and Expend Funds

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the request to apply for the Specialized Secondary Programs Grant for the 2018-19 school year.

PREPARED BY:

Greg Francois, Director-Secondary Education & Instructional Technology

ACTION ITEM: 3.7-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

• Goal 3: All students will possess the skills necessary to be successful in any career path.

Focus Area 2: High Quality Teaching and Learning

- Goal 3: Instruction will be standards-based, relevant, personalized and rigorous.
- Goal 4: Technology will be used as a tool for enhancing, personalizing and improving learning.

TO: Ruth Perez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent of Business Services

DATE: October 22, 2018

SUBJECT: 2018-19 Budget Adjustments as of September 30, 2018

BACKGROUND INFORMATION:

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

GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
4000-4999	Books and Supplies	\$ 463,657
	Total Transfer From:	\$ 463 657

GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER TO

<u>Object</u>	<u>Description</u>	Amount
1000-1999	Certificated Salaries	\$ 216,677
2000-2999	Classified Salaries	54,661
3000-3999	Employee Benefits	49,425
5000-5999	Services, Other Operating Expenses	56,894
6000-6999	Capital Outlay	86,000
	Total Transfer To:	\$ 463,657

GENERAL FUND (01.0) - RESTRICTED - TRANSFER FROM

<u>Object</u>	Description	Amount
2000-2999	Classified Salaries	\$ 31,473
3000-3999	Employee Benefits	7,730
8600-8799	Other Local Revenues	107,336
	Total Transfer From:	\$ 146,539

ACTION ITEM: 4.1-A

GENERAL FUND (01.0) - RESTRICTED - TRANSFER TO

<u>Object</u>	<u>Description</u>	Amount
1000-1999	Certificated Salaries	\$ 10,342
4000-4999	Books and Supplies	97,157
5000-5999	Services, Other Operating Expenses	28,486
6000-6999	Capital Outlay	10,554
	Total Transfer To:	\$ 146,539

ADULT EDUCATION FUND (11.0) - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
8600-8799	Other Local Revenues	\$ 40,748
9790	Reserves	254,561
	Total Transfer From:	\$ 295.309

ADULT EDUCATION FUND (11.0) - TRANSFER TO

<u>Object</u>	<u>Description</u>		Amount
1000-1999	Certificated Salaries	\$	19,298
2000-2999	Classified Salaries		2,723
3000-3999	Employee Benefits		24,993
4000-4999	Books and Supplies		54,586
5000-5999	Services, Other Operating Expense	s	190,711
7000-7999	Indirect Costs		2,998
	Total Transfer To:	\$	295,309

CHILD DEVELOPMENT FUND (12.0) - TRANSFER FROM

<u>Object</u>	Description	Amount
8600-8799	Other Local Revenues	\$ 1,091
	Total Transfer From:	\$ 1,091

CHILD DEVELOPMENT FUND (12.0) - TRANSFER TO

<u>Object</u>	Description	Amount
4000-4999	Books and Supplies	\$ 1,091
	Total Transfer To:	\$ 1.091

DEFERRED MAINTENANCE FUND (14.0) - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
3000-3999	Employee Benefits	\$ 8,088
6000-6999	Capital Outlay	245,043
	Total Transfer From:	\$ 253,131

DEFERRED MAINTENANCE FUND (14.0) - TRANSFER TO

<u>Object</u>	<u>Description</u>		<u>Amount</u>
2000-2999	Classified Salaries	\$	3,131
5000-5999	Services, Other Operating Expens	ses	250,000
	Total Transfer To:	\$	253,131

BUILDING FUND - MEASURE I (21.1) - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
6000-6999	Capital Outlay	\$ 3,705
	Total Transfer From:	\$ 3,705

BUILDING FUND - MEASURE I (21.1) - TRANSFER TO

Object	Description		Amount
4000-4999	Books and Supplies	\$	105
5000-5999	Services, Other Operating Exp	enses	3,600
	Total Transfer To:	\$	3,705

CAPITAL FACILITIES FUND (25.0) – TRANSFER FROM

<u>Object</u>	Description	<u>Amount</u>
4000-4999	Books and Supplies	\$ 5,386
	Total Transfer From:	\$ 5,386

CAPITAL FACILITIES FUND (25.0) - TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 4,403
3000-3999	Employee Benefits	983

\$

5,386

POLICY/ISSUE:

Total Transfer To:

Board Policy 3150 - Budget as Spending Plan

FISCAL IMPACT:

As reflected in the 2018-19 Revised Budget as shown above.

STAFF RECOMMENDATIONS:

Approve the 2018-19 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Child Development Fund, Deferred Maintenance Fund, Measure I Fund and Capital Facilities Fund.

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 3: Create a safe and civil learning environment for all stakeholders that incorporates restorative practices

PARAMOUNT UNIFIED SCHOOL DISTRICT UNRESTRICTED GENERAL FUND (01) BUDGET REVISIONS 2018-2019

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				Unaudited Actuals Board Date	07/01 - 08/31 Board Date	09/01 - 09/30 Board Date	10/01 - 10/31	1st Interim	12/01-12/31	1/1-1/31 Board	2nd Interim	3/1-3/31	04/01 - 04/31	5/1-5/31	Final
3 Revenue I imit Sources	Inces	8010-8099	Adopted Buaget 169 313 594	9/10/18	1 139 286	81/22/01	Board Date	Board Date	Board Date	Date	Board Date	Board Date	Board Date	Board Date	170 452 880
+		8100-8299	52,820		001									\$	52,820
┿	nes	8300-8599	4.334.242											9 49	4.334.242
۲	nes nes	8600-8799	537,160		11.739									9	548,899
7 A.Total Revenues		H	\$ 174,237,816	· \$	\$ 1,151,025	•	- \$	•	•	- \$	•	•	•	- \$	175,388,841
8 Expenditures:															
10 Certificated Salaries	Si	1000-1999	71,778,461		224.856	216,677								9	72,219,994
11 Classified Salaries		2000-2999	16,745,691		126,291	54,661								\$	16,926,643
12 Employee Benefits		3000-3999	35,616,963		94,399	49,425								\$	35,760,787
13 Books and Supplies	s	4000-4999	17,405,225		(932,856)	(463,657)								\$	16,008,712
14 Services, Other Operating Expenses	nerating Expenses	2000-2999	15,787,946		584,339	56,894								\$	16,429,179
15 Capital Outlay		6669-0009	4,150,000		53,618	86,000								\$	4,289,618
16 Other Outgo		7100-7299	88,000											\$	88,000
	1	7300-7399	(654,240)											\$	(654,240)
18 B.Total Expenditures	res		\$ 160,918,046	- \$	\$ 150,647	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ - \$	161,068,693
19 20 C. Excess (Deficiency) of Revenues	ncy) of Revenues														
21 Over Expenditures			\$ 13,319,770 \$		\$ 1,000,378	- \$	\$ -	- \$	•	- \$	- \$	- \$	- \$	\$ - \$	14,320,148
22 23 Other Financing Sources/Uses	Sources/Uses														
_		8910-8929												\$	
		7610-7629	\$ 5,778,988											\$	5,778,988
26 F. Financing Sources	rces	8930-8979												\$	
27 G. Financing Uses	s	2630-7699												\$	
28 H. Flexibility Transfers	sfers	2668												\$	
29 I. Flexibility Transfers	sfers	8668												\$	
30 J. Contributions to	. Contributions to Res. Programs	8980-8999	(20,651,792)		78,751									\$	(20,573,041)
31 K.Total, Other Sources/Uses	urces/Uses		\$ (26,430,780)	- \$	\$ 78,751	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ - \$	(14,794,053)
-															
_	Net Increase (Decrease) in Fund Balance		\$ (13,111,010) \$	- \$	\$ 1,079,129	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ - \$	(12,031,881)
34 35															
Н	90		\$ 50,894,421	\$ 45,334,639	\$ 50,894,421	\$ 50,894,421	50,894,421								50,894,421
37 Ending Balance			37,783,411	\$ 50,894,421	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550	\$ 51,973,550 \$	38,862,540
38															

PARAMOUNT UNIFIED SCHOOL DISTRICT RESTRICTED GENERAL FUND (01) BUDGET REVISIONS 2018-2019

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7																
2	Revenues:		Adopted Budget	Unaudited Actuals Board Date 9/10/18	07/01 - 08/31 Board Date 9/24/18	09/01 - 09/30 Board Date 10/22/18	10/01 - 10/31 Board Date	1st Interim Board Date	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	E Bu	Final Budget
3	Limit Sources	8010-8099	 S												s	
4	Federal Revenues	8100-8299	9,318,546												s	9,318,546
2	Other State Revenues	8300-8599	7,575,152												\$	7,575,152
9	Other Local Revenues	8600-8799	1,964,736	-		107,336										2,072,072
7	A.Total Revenues		\$ 18,858,434	- \$ 1	- \$	\$ 107,336	- \$	- \$	- \$	- \$	- \$	- \$	- \$	•	\$	18,965,770
ထ တ	Expenditures:															
10	Certificated Salaries	1000-1999	15,006,503		10,712	10,342									\$	15,027,557
11	Classified Salaries	2000-2999	7,618,650		(31,252)	(31,473)									s	7,555,925
12		3000-3999	8,762,085		(22,977)	(7,730)									\$	8,731,378
13	Books and Supplies	4000-4999	2,392,769		(105,292)	97,157									\$	2,384,634
14	Services, Other Operating Expenses	5000-5999	5,843,815		863,953	28,486									\$	6,736,254
15	Capital Outlay	6669-0009				10,554									\$	10,554
16	Other Outgo	7100-7299	•												s	
17	Indirect Costs	7300-7399		-												458,005
18	B.Total Expenditures		\$ 40,081,827		\$ 715,144	\$ 107,336	- \$	- \$	•	- \$	•	· \$	- \$	۰ چ	\$	40,904,307
19 20	C. Excess (Deficiency) of Revenues															
21			\$ (21,223,393) \$	- \$ (\$ (715,144)	- \$	-	- \$	•	•	· \$	· \$	· \$	- \$	\$	(21,938,537)
22 23	Other Financing Sources/Uses															
24		8910-8929	- \$												\$	-
25	E. Transfers Out	7610-7629	- \$												S	
26	es	8930-8979	- \$												S	
27		7630-7699													s	
28	H. Flexibility Transfers	8997	ج												so (
29		8668														
30	ams	8980-8999	\$ 20,651,792			•		•		•	•	•	•	•		20,651,792
200	K. I otal, Other Sources/Uses		\$ 20,651,792	, ,	-		·	·			•	•			æ	26,1,192
33	Net Increase (Decrease) in Fund Balance		\$ (571,601) \$	- \$ (\$ (715,144)	- \$	-	-	•	- \$	- \$, \$	9	9	s	(1,286,745)
35													<u>.</u>	<u>.</u>		
36	Beginning Balance		\$ 6,164,246	3 \$ 7,789,442	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$ 6,164,246	\$	6,164,246
37	Ending Balance			5 \$ 6,164,246		\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$ 5,449,102	\$	4,877,501
38																

PARAMOUNT UNIFIED SCHOOL DISTRICT ADULT ED FUND (11) BUDGET REVISIONS 2018-2019

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				Unaudited Actuals	07/01 - 08/31	09/01 - 09/30	200	1	200	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	1	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	200	700	Ë	
2	Revenues:		Adopted Budget	9/10/18	9/24/18	10/22/18	Board Date	Board Date	Board Date	Board Date	Board Date	3/1-3/31 Board Date	Board Date	Board Date	Budget	#
3	Revenue Limit Sources	8010-8099													s	
4	Federal Revenues	8100-8299	590,067												62 \$	690,062
2	Other State Revenues	8300-8599	5,828,777												\$ 5,82	5,828,777
9	Other Local Revenues	6628-0098	151,050			40,748									61 \$	191,798
7	A.Total Revenues		\$ 6,769,896	- \$	- \$	\$ 40,748	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 6,81	6,810,644
ш 6	Expenditures:															
10	Certificated Salaries	1000-1999	1,404,416		(27,808)	19,298									\$ 1,39	906'366'
11	Classified Salaries	2000-2999	586,393		29,668	2,723										618,784
12	Employee Benefits	3000-3999	698,857		(8,955)	24,993									12 \$	714,895
13	Books and Supplies	4000-4999	268,239		24,700										\$ 34	347,525
14	Services, Other Operating Expenses	5000-5999	4,122,824		23,150	190,711									\$ 4,33	4,336,685
	Capital Outlay	6669-0009													\$	
16	Other Outgo	7100-7299														
	Indirect Costs	7300-7399	105,269												\$ 10	108,267
	B.Total Expenditures		\$ 7,185,998	- \$	\$ 40,755	\$ 295,309	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 7,52	7,522,062
20 0	3. Excess (Deficiency) of Revenues															
21 0	21 Over Expenditures		\$ (416,102) \$		\$ (40,755)	(254,561)	- \$	- \$	- \$	- \$	•	- \$	- \$	- \$	\$ (71	(711,418)
	Other Financing Sources/Uses															
24	D. Transfers In	8910-8929	- \$												\$	
25	E. Transfers Out	7610-7629	- \$												\$	
56	F. Financing Sources	8930-8979	- \$												\$	
27	G. Financing Uses	7630-7699	- \$												\$	
	H. Contributions to Res. Programs	8980-8999	- \$												\$	
=	.Total, Other Sources/Uses		- \$	- \$	•	- \$	- \$	- \$	- \$		•	- \$	- \$		\$	
30																
	Net Increase (Decrease) in Fund Balance		\$ (416,102) \$		\$ (40,755)	\$ (254,561)	- \$	- \$	- \$	- \$	- \$	- \$	- \$	•	1.2) \$	(711,418)
32 33								•	•							
34	Beginning Balance		\$ 2,129,882	\$ 2,560,329		_	_	2,129,882	2,129,882	2,129,882					\$ 2,12	2,129,882
	Ending Balance		\$ 1,713,780	\$ 2,129,882 \$	\$ 2,089,127	\$ 1,834,566	\$ 1,834,566	\$ 1,834,566	\$ 1,834,566	\$ 1,834,566	\$ 1,834,566	\$ 1,834,566	1,834,566	\$ 1,834,566	\$ 1,41	1,418,464

PARAMOUNT UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT FUND (12) BUDGET REVISIONS 2018-2019

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0		Final Budget		184,000	1,707,673	28,091	1,919,764		525,812	659,436	431,518	30,427	169,605			996'06	1,907,764		12,000									12,000		655,663
z		5/1-5/31 Board Date	S	€	8	s	\$		\$	S	S	S	s	s	s	s	-		\$		S	s	မာ	s	S	⇔		-	, [655,663 \$
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_		12/01-12/31 Board Date					•										- \$		•							•		- \$		655,663
I		1st Interim Board Date					- \$										-													655,663
ტ		10/01 - 10/31 Board Date															\$	·	-							-		- \$	ì	655,663
ш		09/01 - 09/30 Board Date 10/22/18 E				1,091	1,091					1,091					1,091		-							-		- \$		655,663
							-										\$ -		·							-		-		655,663
Э		07/01 - 08/31 Board Date 9/24/18					s										\$		s							\$		\$	ļ	
Q		Unaudited Actuals Board Date 9/10/18					•										- \$		·							•		- \$		\$ 655,933
O		Adopted Budget		184,000	1,707,673	27,000	1,918,673		525,812	659,436	431,518	29,336	169,605			996'06	1,906,673		12,000 \$									12,000 \$		655,933
		Adop	H	H	H	H	_		\$	H	t	\$	\$ 6	\$ 6	\$ 6		\$		s		\$ 6	\$ 6	\$	-	_			\$	Ï	s ·
В			8010-8099	8100-8299	8300-8599	8600-8799			1000-1999	2000-2999	3000-3999	4000-4999	5000-5999	6669-0009	7100-7299	7300-7399					8910-8929	7610-7629	8930-8979	7630-7699	8980-8999]	
А			ources	SE	senue	senues	se		ries	Sé	its	lies	Services, Other Operating Expenses				tures	C. Excess (Deficiency) of Revenues	se	Sources/Uses					Res. Programs	ources/Uses		Net Increase (Decrease) in Fund Balance		nce
		Revenues:	Revenue Limit Sources	Federal Revenues	Other State Revenues	Other Local Revenues	A.Total Revenues	Expenditures:	Certificated Salaries	Classified Salaries	Employee Benefits	Books and Supplies	Services, Other C	Capital Outlay	Other Outgo	Indirect Costs	B.Total Expenditures	C. Excess (Defic	21 Over Expenditures	Other Financing Sources/Uses	D. Transfers In	E. Transfers Out	F. Financing Sources	G. Financing Uses	H. Contribution	I.Total, Other Sources/Uses		Net Increase (De		Beginning Balance
	-	2	က	4	2	9	7	ထ တ	10	11	12	13	14	15	16	17	18	19 20	21	22 23	24	22	56	27	28	58	30	31	32 33	34

PARAMOUNT UNIFIED SCHOOL DISTRICT DEFERRED MAINTENANCE FUND (14) BUDGET REVISIONS 2018-2019

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				Unaudited Actuals	07/01 - 08/31 Board Date	09/01 - 09/30 Roard Date	10/01 - 10/31	1st Interim	12/01-12/31	171-713	2nd Interim	311-3131	04/04 - 04/34	511-5131	i G
2	Revenues:		Adopted Budget		9/24/18	10/22/18	Board Date		Board Date	Board Date	Board Date	Board Date	Board Date	Board Date	Budget
3	Revenue Limit Sources	8010-8099	· •												
4	_	8100-8299	· \$												•
2	Other State Revenues	8300-8599	- \$												- \$
9	Other Local Revenues	8600-8799	-												- \$
7			· \$	· •	- \$		- \$	· •	· \$	· •\$	•	· •	· •	•	•
ထ တ	Expenditures:														
10		1000-1999	· \$												•
11	Classified Salaries	2000-2999	\$ 244,695		5,237	3,131									\$ 253,063
12	_	3000-3999	\$ 113,503		514	(8,088)									\$ 105,929
13	Books and Supplies	4000-4999	\$ 104,752		200,000										
14		2000-2999	1,416,611		(205,751)	250,000									1,460,860
15		6669-0009	\$ 2,308,427			(245,043)									\$ 2,063,384
16		7100-7299	- \$												- \$
17	Indirect Costs	7300-7399	- \$												- \$
18	B.Total Expenditures		\$ 4,187,988	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 4,187,988
19 20	C. Excess (Deficiency) of Revenues														
21	21 Over Expenditures		\$ (4,187,988) \$	- \$ (•	9	- \$	· •	\$	\$	•	\$	- \$	- 8	\$ (4,187,988)
22 23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	\$ 4,187,988												\$ 4,187,988
22		7610-7629	- \$												- \$
26	F. Financing Sources	8930-8979	- \$												- \$
27	G. Financing Uses	7630-7699	- \$												- \$
28	_	6668-0868	- \$												- \$
29	I.Total, Other Sources/Uses		\$ 4,187,988	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 4,187,988
30															
31	Net Increase (Decrease) in Fund Balance		•	- \$	- \$	\$	- \$	\$	- \$	- \$	- \$	•	-	- \$	•
33 33	1														
34	Beginning Balance		\$ 802	- \$	802	802		802				802		802	
32			· •	_	\$ 802 \$		\$ 802	s	\$ 802	\$ 802	\$ 802	s	\$ 802	\$ 802	\$ 802

PARAMOUNT UNIFIED SCHOOL DISTRICT BUILDING MEASURE I (21.1) BUDGET REVISIONS 2018-2019

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0		Final	pagana			- 200	334,000	334,000					177,970	220,906	6,101,124	5,500,000		12,000,000		(11,666,000)								(11,666,000)		13,372,601	1.706.601
z		5/1-5/31 Poord Poor	Ť	9 6	A 6	€	Ð	·		\$	8	8	8	s	€	8	\$	\$ -		-		8	⊕	S	8	€	·	·		13,372,601 \$	\$ 13.372,601 \$
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7		1/1-1/31 Board Date	Doard Date					- \$										\$ - \$,	\$							- \$	- \$		13,372,601	\$ 13 372 601 \$
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Ш		09/01 - 09/30 Board Date	10/22/10					· •\$					2	3,600	(3,705)			- \$,	\$							\$	\$			1 \$ 13 372 601
ш		07/01 - 08/31 Board Date	3/24/10					· \$					177,86	217,306	(395,171			- \$		\$		_						\$		13,372,601	\$ 13.372.60
٥		Unaudited Actuals Board Date	9/10/10					- \$										- \$		- \$ (-					· \$	- \$		13,372,601 \$ 1,706,601	1 706 601 \$ 13 372 601 \$ 13 372 601
O		topical Desiration	Adopted Budget					\$ 334,000		- \$	\$	· \$. \$	\$ 6,500,000	\$ 5,500,000		\$ 12,000,000		\$ (11,666,000) \$				9	9	\$	•	\$ (11,666,000) \$,	1 706 601
В			000000000	+	+	_	86/8-0098	-		1000-1999	2000-2999	3000-3999	_	_	-	_	_	8		5		8910-8929	T	Н	\$ 6692-0692	_			† 	5	5
A			Cevenues:	Severine Limit Sources	rederal Revenues	Other State Revenues	Other Local Revenues	A. Total Revenues	Expenditures:	Certificated Salaries	Classified Salaries	Employee Benefits	Books and Supplies	Services, Other Operating Expenses	Capital Outlay	Other Outgo	Indirect Costs	B.Total Expenditures	19 20 C. Excess (Deficiency) of Revenues	21 Over Expenditures	Other Financing Sources/Uses	D. Transfers In	E. Transfers Out	F. Financing Sources	G. Financing Uses	 H. Contributions to Res. Programs 	.Total, Other Sources/Uses	Net Increase (Decrease) in Fund Balance		Beginning Balance	Fuding Balance
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PARAMOUNT UNIFIED SCHOOL DISTRICT CAPITAL FACILITIES FUND (25) BUDGET REVISIONS 2018-2019

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1																
^	Revenues:		Adopted Budget	Unaudited Actuals Board Date	07/01 - 08/31 Board Date 9/24/18	09/01 - 09/30 Board Date 10/22/18	10/01 - 10/31 Board Date	1st Interim Board Date	12/01-12/31 Board Date	1/1-1/31 Board Date	2nd Interim Board Date	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date		Final
၊ က		8010-8099	\$												υ	
4	Federal Revenues	8100-8299	· •												s	
2	Other State Revenues	8300-8599	· •												s	
9	Other Local Revenues	8600-8799	\$ 250,000												s	250,000
7	A.Total Revenues		\$ 250,000			\$ -	•	- \$		•	•	*	*	*	s	250,000
ထတ	Expenditures:															
10	Certificated Salaries	1000-1999	\$ 74,195			4,403									s	78,598
11	Classified Salaries	2000-2999			33,456										s	38,456
12	Employee Benefits	3000-3999			14,885	983									s	44,589
13	_	4000-4999			(48,341)	(5,386)									ઝ	66,273
14	-	5000-5999	\$ 180,000												s	180,000
15		6669-0009	- \$												\$	
16		7100-7299													ઝ	
17	Indirect Costs	7300-7399													8	
18	B.Total Expenditures		\$ 407,916	- \$	- *	- \$	- \$	- \$	- \$	- \$	- \$	- \$	*	- \$	\$	407,916
19 20	C. Excess (Deficiency) of Revenues															
21	21 Over Expenditures		\$ (157,916)	- \$	- \$	- \$	-	- \$	- \$	- \$	\$	\$	-	\$	\$ -	(157,916)
22	Other Financing Sources/Uses															
24	D. Transfers In	8910-8929	\$ 750,000												8	750,000
25	E. Transfers Out	7610-7629	- \$												s	
26	F. Financing Sources	8930-8979	-												S	
27	G. Financing Uses	7630-7699													\$	
28		8980-8999													ઝ	
29	I.Total, Other Sources/Uses		\$ 750,000	- \$	-	- \$	- \$	- \$	•	- \$	•	•	- \$	- &	s	750,000
30																
31	Net Increase (Decrease) in Fund Balance		\$ 592,084	- \$	- *	- \$	- \$	- \$	•	- \$	- \$	•	- \$	- \$	\$	592,084
33 33																
34				s	3,550,150	3,550,150	3,550,150	3,550,150	3,550,150		3,550,150	3,550,150			\$ 0	2,806,309
32	Ending Balance		\$ 4,142,234	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 3,550,150	\$ 0	3,398,393

TO: Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent - Business Services

DATE: October 22, 2018

SUBJECT: Notices 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% etention Amount
REM Custom Builders, Inc.	Buena Vista: Office Rehab (Bid #2-16-17) P.O. 19-0423	\$ 33,810.00	\$ 1,690.50
REM Custom Builders, Inc.	Los Cerritos: Kitchen Remodel (Bid #2-16-17) P.O. 19-00816	\$ 137,900.00	\$ 6,895.00
REM Custom Builders, Inc.	Los Cerritos: Replace windows in two story building (Bid #2-16-17) P.O. 19-00226	\$ 20,063.03	\$ 1,003.16
3D Concrete	Jefferson: Replace concrete planter (Bid #3-16-17) P. O. 19-00237	\$ 25,550.00	\$ 1,277.50
Mear Construction	Roosevelt: Exterior Painting (Bid #2-17-18) P.O. 19-00350	\$ 104,000.00	\$ 5,200.00
Mear Construction	Gaines: Exterior Painting (Bid #2-17-18) P.O. 19-00813	\$ 93,000.00	\$ 4,650.00
Floor Tech	Odyssey: Install flooring & wall tile: boys & girls restroom (Bid #10-17-18) P. O. 19-00453	\$ 48,798.76	\$ 2,439.94

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

ACTION ITEM: 4.2-A

STAFF RECOMMENDATION:

Accept as completed the Field Service Contracts for office rehab at Buena Vista, kitchen remodel at Los Cerritos, replace windows in two story building at Los Cerritos, replace concrete planter at Jefferson, exterior painting at Roosevelt and Gaines, and install flooring and wall tile in boys and girls restroom at Odyssey, 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

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

TO: Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Request for Proposal – Waste Hauling and Recycling Services

BACKGROUND INFORMATION:

The District has contracted with vendor to perform waste hauling trash and recycling services. Recent changes in the recycling industry have changed the way that recycle bin service is managed. As a result, costs will increase, and staff will need to evaluate the costs and services provided, to maintain services for schools and food services. Staff would develop specifications for the current and future needs for waste disposal and recycling services.

Staff seeks approval to request for proposals of waste hauling and recycling services for the period of one (1) year. At the end of the contract year, if the company has provided acceptable services and prices are maintained, the District may elect to renew the contract, pursuant to the terms of the request for proposal.

POLICY/ISSUE:

Board Policy 3309 - Bids & Quotations

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Authorize staff to prepare specifications for waste hauling and recycling services. Authorize the Superintendent or designee to advertise, review, award, and execute all necessary documents to the lowest responsive and responsible bidder(s).

PREPARED BY:

Cindy DiPaola, Director-Operations

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: 4.3-A

TO: Ruth Pérez Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Memorandum of Understanding with Compton College for the

Approval of Interim Agreement and Implementation of a Cosmetology

Program

BACKGROUND INFORMATION:

The Paramount USD, in partnership with Compton Community College, is planning to implement a cosmetology program at the Adult Education Center. The cosmetology program offers students the opportunity to gain proficiency in hair cutting, coloring, permanent waving, chemical relaxing, manicuring, pedicuring, facials, and related procedures. The approval of this interim facilities Memorandum of Understanding allows for the development of temporary space for cosmetology training at Paramount Unified School District, provided in partnership with Compton Community College. The District and the College are also working on a permanent facilities agreement, to be submitted to the Board at a later time.

POLICY/ISSUE:

Board Policy 3322 - Contracts

FISCAL IMPACT:

The District will implement various upgrades and refurbishment to the temporary facility in order to house the interim Cosmetology program. Current planning for the interim facilities development has an estimated not-to-exceed amount of \$50,000.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Compton College for the development of interim facilities for the cosmetology program and authorize designee to execute all necessary documents.

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

ACTION ITEM: 4.4-A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 8th day of October, 2018 by and between Compton Community College District ("Compton") and Paramount Unified School District ("Paramount") with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, Compton and Paramount have entered into an Interim Facilities Use Agreement ("Interim Agreement") for Compton's use and occupancy of a portion of the Paramount Adult Center for Compton's Cosmetology Program; the portion of the Paramount Adult Center ("Building") subject to the Interim Agreement is more particularly identified as the area described as "Year 1" in Exhibit A hereto.

WHEREAS, the portion of the Building subject to the Interim Agreement is suitable for short-term use for the Compton Cosmetology Program, but not suitable for long-term use for the Compton Cosmetology Program.

WHEREAS, Compton and Paramount have identified a portion of the Building suitable for long-term use for the Compton Cosmetology Program; such portion of the Building is identified in Exhibit A hereto and described as "Year 2" ("Cosmetology Site").

NOW THEREFORE, for good and valuable consideration, Compton and Paramount agree as follows:

- Mutual Objectives. By this MOU, the Compton and Paramount intend to establish the basis for Compton and Paramount to enter into a facility use agreement ("FUA") for Compton's use and occupancy of the Cosmetology Site for the Compton Cosmetology Program.
- 2. <u>FUA</u>. Compton and Paramount intend to effectuate a FUA for Compton's use and occupancy of the Cosmetology Site and the Cosmetology Site Improvements.
 - 2.1. <u>Term.</u> Compton and Paramount anticipate commencement of the FUA Term in August, 2019, prior to commencement of Compton's Fall, 2019 semester. The term of the FUA will be for multiple years as mutually agreed to by Compton and Paramount. Compton will have an option to extend the FUA Term by an Extension Terms as mutually agreed by Compton and Paramount.
 - 2.2. <u>FUA Use Charge</u>. Compton to Paramount will reach mutual agreement for charges due from Compton for use of the Cosmetology Site.
 - 2.3. <u>FUA Schedule</u>. Compton and Paramount will endeavor to complete preparation of the terms and conditions of the FUA for submittal to the Compton Board of Trustees and the Paramount Board of Education for approval at their respective meetings scheduled for January, 2019.
- 3. <u>Cosmetology Site Improvements</u>. Compton and Paramount acknowledge that modifications to existing improvements at the Cosmetology Site are necessary for Compton's use and occupancy of the Comitology Site for the Cosmetology Program.
 - 3.1. Cosmetology Site Improvements Design. Paramount is responsible for retaining and paying for services of a design professional to complete the design of Cosmetology Site Improvements, prepare design documents and obtain Division of State Architect ("DSA") approval of the design documents for construction. Compton and Paramount will meet and confer as necessary to establish the scope of Cosmetology Site improvements. As necessary, Compton and/or Paramount will meet and confer with the design professional retained by Paramount to complete design documents for the Cosmetology Site improvements to establish scope and other requirements for the Cosmetology Site improvements. Costs, fees, charges and expenses of the design professionals or DSA will be the sole responsibility of Paramount.
 - 3.2. Cosmetology Site Improvements Construction. Paramount is responsible for bidding the Cosmetology Site improvements to Contractors in accordance with applicable law and Paramount bidding procedures. Paramount is responsible for administering and making payments due under the contract awarded to the contractor(s) constructing the Cosmetology Site Improvements.

- 3.3. <u>Completion of Cosmetology Site Improvements</u>. The FUA will reflect anticipated commencement of Cosmetology Site Improvements in February, 2019 and completion of Cosmetology Site Improvements by August, 2019.
- 3.4. Cosmetology Site FFE. Compton is responsible for procuring and securing services to assemble and install furniture, furnishings and equipment ("FFE") necessary for Compton's use of the Cosmetology Site for the Compton Cosmetology Program. Provided there is no interference or hinderance to completion of Cosmetology Site Improvements, Compton may assemble and install FFE prior to completion of the Cosmetology Site Improvements or commencement of the FUA Term.
- 3.5. Cosmetology Site Services. Paramount will cause sufficient electrical power and water for Compton's use of the Cosmetology Site for the Compton Cosmetology Site. The FUA will establish and allocate responsibilities between Paramount and Compton for payment of utility charges for utility services used at the Cosmetology Site.
- 3.6. Cosmetology Site Maintenance and Repairs. Except for maintenance arising out of negligent, grossly negligent or intentional conduct of Compton, Paramount is responsible for maintenance and repair of the building systems, building equipment and building envelope of the Cosmetology Site Improvements. Compton is responsible for maintenance or repair costs resulting from negligent, grossly negligent or intentional conduct of Compton.
- 3.7. Paramount Cosmetology Site Ownership; Compton FFE Ownership. During the Term or Renewal Terms of the FUA, Paramount shall be the sole owner of the Cosmetology Site and the Cosmetology Site Improvement. Compton shall be the sole owner of the Cosmetology Site FFE. Upon expiration of the FUA Term, Compton shall vacate the Cosmetology Site and remove all Cosmetology Site FFE.

4. Insurance and Indemnity.

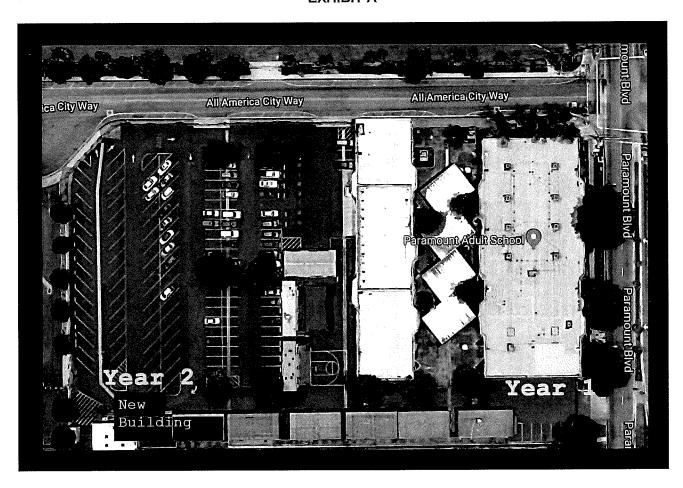
- 4.1. <u>Paramount Insurance</u>. Paramount will obtain and maintain the following policies of insurance during the Term of the FUA: Workers' Compensation, General Liability and Property Damage covering the Cosmetology Site.
- 4.2. <u>Compton Insurance</u>. Compton will obtain and maintain the following policies of insurance during the Term of the FUA: Workers Compensation, General Liability and Property Damage covering the Cosmetology Site FFE.
- 5. <u>Indemnity</u>. Compton and Paramount will defend, indemnify the other from claims and liabilities arising out of the negligent, grossly negligent or intentional conduct of the Paramount or Compton. Paramount will defend, indemnify and hold harmless the Compton from all claims, demands, liabilities, actions or causes of action arising out of or related in any manner to payments due or claimed to be due by a design professional, contractor or others providing services relating to design or construction of the Cosmetology Site Improvements. Compton will defend, indemnify and hold harmless Paramount from all claims, demands, liabilities, actions or causes of action arising out of or related in any manner to payments due or claimed to be due relating to Compton's use and occupancy of the Cosmetology Site.
- 6. <u>Damage or Destruction</u>. If the Cosmetology Site or the Cosmetology Site Improvements are damaged or destroyed to the extent that it is not usable for conducting the Cosmetology Program, Compton will have the right to terminate the FUA.
- 7. Paramount and Compton Acknowledgement of Non-Enforceable Commitments. Compton and Paramount acknowledge that the terms of this MOU are not intended to be enforceable against either the Compton or Paramount. Compton and Paramount agree that the terms of this MOU are intended to: (i) provide a general description of the mutual intent and mutual objectives relating to the Cosmetology Site; (ii) improvements completed by Paramount to render the Cosmetology Site suitable for use for the Cosmetology Program; and (iii) general terms of the FUA.
- 8. Entire Understanding. The foregoing represents the entire understanding and agreement of

Compton and Paramount relating to the subject matter hereof.

IN WITNESS HEREOF, the Compton and Paramount have executed this MOU as of the date set forth above.

	"Compton" Compton Community College District		"Paramount" Paramount Unified School District
By: Title		By: Title	

EXHIBIT A



INTERIM FACILITIES USE AGREEMENT

This Interim Facilities Use Agreement ("Agreement") is entered into this 8th day of October, 2018 by and between Compton Community College District ("Compton") and Paramount Unified School District ("Paramount"); this Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, Compton is a California community college district which operates Compton College located at 1111 East Artesia Boulevard, Compton, California 90221.

WHEREAS, Compton College offers academic programs; Certification or Associate of Science degrees are awarded to students successfully completing a Compton College academic program.

WHEREAS, Compton College offers a cosmetology academic program ("Cosmetology Program"); the approximate location of Room 33 within the Paramount Adult School is more particularly described in highlighted portion of the Paramount Adult School and marked "Year 1" in the satellite view of the Paragraph Adult School attached hereto as Exhibit A (Paramount Adult School); Exhibit A is incorporated herein by this reference.

WHEREAS, Paramount is a California public school district.

WHEREAS, Paramount provides adult education services at a Paramount facility commonly known as the Paramount Adult School, located at 14507 Paramount Boulevard, Paramount, California 90273 ("the Building").

WHEREAS, Compton College desires to expand its Cosmetology Program by offering Cosmetology Program coursework at the Building.

WHEREAS, Compton College and Paramount have identified Room 33 of the Building ("Premises") as being suitable for the Cosmetology Program.

WHEREAS, Paramount is authorized by law, at Education Code §17515 to enter into agreements with other public agencies, such as Compton, for joint use of Paramount facilities, including the Building.

WHEREAS, Compton is authorized by law, at Education Code §81530 to enter into agreements with third parties for use of third party facilities for Compton purposes.

WHEREAS, by this Agreement, Compton and Paramount desire to establish the terms and conditions for Compton College use and occupancy of the Premises for the Cosmetology Program.

NOW THERFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Compton College and Paramount, Compton and Paramount agree as follows:

1. Premises.

- 1.1. Premises Description. The Premises is commonly described as Room 33, and adjacent rooms as agreed upon, of the Building. Compton acknowledges that it has been afforded the opportunity to inspect the Premises prior to entering into this Agreement and based on such inspection, except for the Premises Improvements to be completed by Paramount pursuant to Paragraph 5.1 of this Agreement, Compton accepts the Premises in its "as-is" condition and as suitable for Compton's intended use and occupancy of the Premises. Compton acknowledges that Paramount has disclosed that the Premises are not constructed pursuant to a construction permit issued by the Division of State Architect ("DSA") and DSA has not certified that the Building is constructed in accordance with a DSA construction permit. The foregoing notwithstanding, Compton has determined that the Premises are sufficient for Compton's intended use and occupancy thereof and that Compton is authorized by law to use and occupy the Premises for a duration of not more than three (3) years pursuant to Education Code §81530.
- 1.2. Compton Use of Building. Compton and Compton employees and invitees of Compton to the

Premises may use other portions of the Building for the sole and limited purpose of ingress and egress to and from the Premises. Except for use to ingress or egress to/from the Premises, Compton, Compton employees and invitees of Compton to the Premises may not use or occupy the Building. The foregoing notwithstanding, Compton, Compton employees and Compton invitees to the Premises may use Building restroom facilities.

- 1.3. <u>Building Parking</u>. Compton, Compton employees and invitees of Compton to the Premises may use the Building parking lot for automobile parking for purposes of using or accessing the Premises. The risk of loss, damage or destruction of automobiles or personal property situate therein is at the sole risk of Compton and/or the automobile owner/operator. Parking in the Building parking lot is subject to all rules and regulations established by Paramount.
- 2. <u>Term.</u> The Term of this Agreement commences on January 14, 2019 ("Commencement Date") and expires on June 30, 2019 ("Expiration Date").
- 3. <u>Facilities Use Charge</u>. The charge for Compton use and occupancy of the Premises during the Term is One Dollar (\$1.00).
- 4. Premises Use. Compton will use the Premises solely and exclusively for the Compton Cosmetology Program. Compton shall not use/occupy or permit the use/occupancy of the Premises by others for any other purpose. Compton shall not use, store, or dispose of any materials, items or property deemed by any applicable law, rule or regulation to be toxic or hazardous materials in, on or about the Premises or any other portion of Paramount owned real property. Compton is solely responsible for all costs, charges and expenses to conduct the Cosmetology Program in the Premises. Revenue, if any, generated by student enrollment in the Cosmetology Program or by cosmetology services provided by the Cosmetology Program are the sole property of Compton.
- 5. Premises Improvements and Premises Services.
 - 5.1. Paramount Improvements. Prior to the commencement of the Term, Paramount will complete improvements to the Premises consisting of: (i) Required voltage electrical power service to the Premises and distributions therein; and (ii) plumbing modifications to provide hot and cold domestic water service and related sewer services sufficient to accommodate two (2) shampoo sinks. Except as expressly provided herein, Paramount is not responsible for any other improvements to the Premises
 - 5.2. <u>Compton FFE.</u> Prior to the Commencement Date, Paramount shall provide Compton and Compton's contractors or vendors with access to the Premises for the purposes of laying out and installing Compton furniture, furnishings and equipment ("FFE") necessary for use of the Premises for the Compton Cosmetology Program. Compton and Paramount will mutually cooperate to coordinate Compton FFE installation so that other activities at the Paramount Adult Center are not disrupted.
 - 5.3. <u>Compton Improvements</u>. Compton shall not improve or alter the Premises without the prior written consent of Paramount which may be granted, conditioned or denied in the reasonable discretion of Paramount.
 - 5.4. <u>Premises Utility Services</u>. Paramount will provide and pay for costs of the following utility services serving the Premises and for use during Compton occupancy of the Premises: Required voltage electrical service for cosmetology equipment; domestic water service; sewer services for the shampoo sinks, voice/data services and internet access services.

6. Premises Maintenance.

6.1. <u>Paramount Adult Center</u>. Paramount is responsible for maintenance of the Paramount Adult Center and the systems/equipment incorporated therein, including without limitation, roof/structural systems and mechanical/electrical/plumbing equipment.

- 6.2. <u>Premises Maintenance</u>. Compton is solely responsible for maintenance of Compton FFE situated in the Premises. Compton is solely responsible for daily janitorial and custodial services within the Premises. Compton is responsible for removing trash, rubbish and other debris from the Premises to the refuse collection area of the Building as designated by Paramount.
- 7. Security. Compton is solely responsible for the security of occupants and property in or about the Premises during the Compton occupancy thereof. Unless arising out of the negligent, grossly negligent or intentional conduct of Paramount, Paramount shall have no liability to Compton or any other person or entity for any injury to or death of occupants nor damage, destruction, loss or theft of personal property of Compton or any Compton employee, agent, contractor or invitee. The foregoing notwithstanding, Paramount will provide security services at the Building consistent with the level and type of security services provided by Paramount at other sites owned by Paramount and used for delivery of education services.

8. Insurance.

8.1. <u>Compton Insurance</u>. At all times during the Term of this Agreement, Compton shall maintain the following insurance coverages with the minimum coverage limits noted below:

Insurance Policy	Minimum Coverage Limits
Workers Compensation	In accordance with legal requirements
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including coverage for property casualty and	\$1,000,000 per occurrence
	\$2,000,000 in the aggregate
automobile liability)	\$1,000,000 combined single limit
	automobile liability
	\$2,000,000 in the aggregate
	\$1,000,000 combined single limit
	automobile liability

8.2. <u>Paramount Insurance</u>. At all times during the Term of this Agreement, Paramount shall maintain the following insurance coverages with the minimum coverage limits noted below:

Insurance Policy	Minimum Coverage Limits
Workers Compensation	In accordance with legal requirements
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	\$1,000,000 per occurrence
(including coverage for property	\$2,000,000 in the aggregate
casualty and automobile liability)	\$1,000,000 combined single limit automobile
	liability

- 9. <u>Indemnity</u>. To the fullest extent permitted by law, Compton and Paramount shall defend, indemnify and hold harmless the other and the other's employees, agents and representatives from all claims, demands, actions, causes of action, judgment, arbitration award and other liabilities (collectively "Claims") arising out of or related in any manner to negligent, grossly negligent or intentional conduct of Compton or Paramount, as applicable, and their respective agents, contractors, or representatives. The foregoing include without limitation, Claims for personal injury, death of persons or property damage. The obligations hereunder shall survive expiration of the Term of this Agreement, until barred by the applicable Statute of Limitations.
- 10. <u>Surrender of Premises</u>. As of the Expiration Date, Compton shall quit and surrender possession of the Premises to the Paramount in good order and in the condition received, reasonable wear and tear excepted. Compton shall remove all rubbish, debris and other items of personal property not owned by the Paramount prior to surrender of the Premises to the Paramount. Any personal property not

- owned by the Paramount which remain in on or about the Premises after Compton's surrender of possession thereof to the Paramount may be used, stored or disposed of by the Paramount in any manner in the sole discretion of the Paramount.
- 11. <u>Assignment and Subletting Prohibited</u>. Notwithstanding any provision of law providing for a right of a tenant to assign the tenant's Agreement obligations or sublet of the premises, Compton acknowledges and agrees that the nature and duration of Compton right to occupy and use the Premises under this Agreement renders any assignment of this Agreement or sublet of the Premises to be impractical. Accordingly, Compton agrees that it has no right to assign this Agreement or sublet the Premises.
- 12. Compton Default. Each of the following is deemed an event of Compton Default: (i) failure to pay in full when required any sum due the Paramount under this Agreement; (ii) failure to fully and completely discharge Compton obligations hereunder; or (iii) abandonment of the Premises. In the event of an event of Compton Default, Paramount may terminate this Agreement by written notice to Compton of the occurrence of an event of Compton Default and Paramount's exercise of the right to terminate this Agreement and the Effective Date of the termination of this Agreement, which shall not be less than thirty (30) days after the date of default notice.

13. Miscellaneous.

- 13.1. <u>Governing Law; Interpretation</u>. This Agreement shall be governed and interpreted in accordance with the laws of California in accordance with its fair meaning and not strictly for or against the Paramount or Compton.
- 13.2. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Compton and Paramount hereunder.
- 13.3. <u>Severability</u>. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 13.4. <u>Cumulative Rights; No Waiver</u>. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by Paramount shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of Compton.
- 13.5. Authority. The individual(s) executing this Agreement on behalf of Compton warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the Compton's Board of Trustees, to bind Compton to all terms hereof. The individual(s) executing this Agreement on behalf of Paramount warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the Paramount's Board of Trustees, to bind Paramount to all terms hereof and authority granted to enter into this Agreement.
- 13.6. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to Paramount:
Ruben Frutos
Assistant Superintendent–Business
Services
Paramount Unified School District
15110 California Avenue

Paramount, CA 90723

If to Compton:
Keith Curry
President/CEO
1111 East Artesia Boulevard
Compton, CA 90221

13.7. <u>Time</u>. Time is of the essence in the Parties' performance and completion of their respective obligations hereunder.

- 13.8. <u>No Partnership or Joint Venture</u>. Paramount and Compton acknowledge and agree that they are not partners or joint venturers and that they do not stand in a fiduciary relationship to one another. No employee of Compton or any contractor/vendor to Compton is entitled to any rights, privileges or benefits as an employee of Paramount.
- 13.9. <u>Successors and Assigns</u>. The covenants, agreements, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Compton and Paramount.
- 13.10. <u>Dispute Resolution</u>. Claims, disputes, disagreements or other matters in controversy (collectively "Disputes") which relate to or arise out of this Agreement shall be resolved in accordance with these dispute resolution procedures.
 - 13.10.1. <u>Waiver of Jury Trial</u>. Compton and Paramount acknowledge and agree that the dispute resolution procedures set forth herein require the use of non-judicial dispute resolution procedures. Accordingly, in connection with any Dispute, Compton and Paramount each expressly waive: (i) the right to commence or utilize judicial proceedings or procedures for resolution of Disputes; and (ii) the right to a jury trial.
 - 13.10.2. Mandatory Non-Binding Mediation.
 - 13.10.2.1. Mediator. Disputes shall be initially subject to non-binding mediation proceedings conducted in accordance with the following. Mediation proceedings shall be conducted before a single mediator who shall be: (i) a retired judicial officer of a Court of the State of California or a Federal Court situated in the State of California; and (ii) experienced in the handling, resolution and disposition of matters arising out of lease agreements. Mediation of disputes may be commenced by written notice to the other Party of the pendency of a dispute and the initiating Party's commencement of mediation proceedings. Within thirty (30) days of such written notice of a Dispute, the Parties shall mutually agree upon a mediator; if mutual agreement for the selection of a mediator is not reached between the Parties within such time, either Party may thereafter initiate mediation proceedings in the regional office of Judicial Arbitration and Mediation Services ("JAMS") situated closest to the Property, along with the request for JAMS to appoint a mediator.
 - 13.10.2.2. Mediation Procedures. If the Parties mutually agree upon a mediator, the mediation proceedings shall be conducted in accordance with the mutual agreement of the Parties or as ordered/directed by the mediator. If mediation proceedings are initiated under the auspices of JAMS, mediation proceedings shall be conducted in accordance with the JAMS mediation rules then in effect. Notwithstanding any provision of the JAMS mediation rules to the contrary, Compton and Paramount shall each bear their own costs and expenses incurred in connection with mediation proceedings. Mediation proceedings shall be non-binding on the Parties.
 - 13.10.2.3. Condition Precedent to Binding Arbitration. The initiation and completion of mediation proceedings pursuant to the foregoing is an express condition precedent to either Party commencing binding arbitration proceedings.

13.10.3. Binding Arbitration.

13.10.3.1. <u>Arbitration Proceedings</u>. Disputes which are not fully resolved through the mandatory non-binding mediation set forth above shall be settled and resolved by binding arbitration proceedings conducted under the auspices of the JAMS and JAMS' commercial arbitration rules in effect at the time of the filing of a Demand for Arbitration, as modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the Compton and Paramount only if: (i) the Arbitration Award is in writing; and (ii) is supported by law and substantial evidence

pursuant to California Code of Civil Procedure §1296. Any Arbitration Award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. Compton and Paramount hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law.

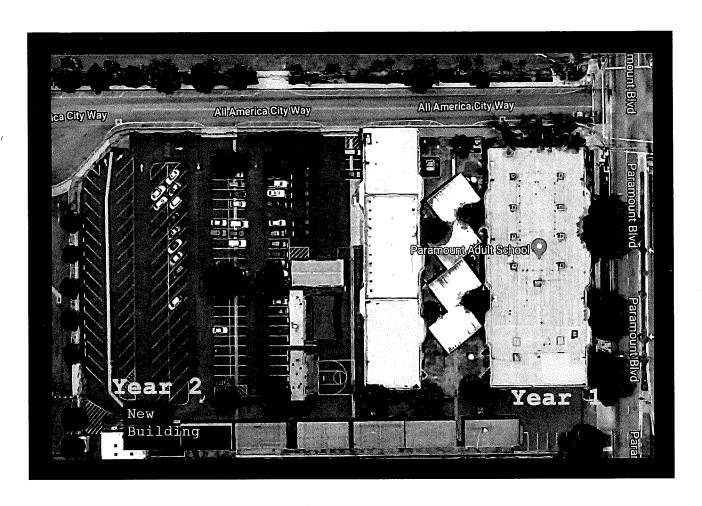
- 13.10.3.2. Arbitration Fees and Costs. Except as expressly set forth below, Compton and Paramount shall each bear their own attorneys' fees and other costs incurred in connection with any arbitration proceeding commenced hereunder. The arbitrator may, in the sole discretion of the arbitrator, award to the prevailing party in an arbitration proceeding costs, expenses and fees incurred by the prevailing party for:

 (i) costs, fees, charges and expenses relating or arising out of administration of the arbitration proceeding; and (ii) costs, fees, charges and expenses of the arbitrator.
- 13.11. Entire Agreement. This Agreement and the Exhibit A hereto are the entire agreement of the Parties with respect to the Premises, and, accordingly, all prior understandings and agreements between the Parties with respect to the Premises are merged into this Agreement which alone fully and completely expresses the agreement of the Parties.
- 13.12. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

("Compton" Compton Community College District	,	"Paramount" Paramount Unified School District
Ву:		Ву:	
Title		Title	

EXHIBIT A



TO: Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Agreement with CalEd Associates

BACKGROUND INFORMATION:

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

POLICY/ISSUE:

Board Policy 4126 - Consultants

FISCAL IMPACT:

\$150.00 per hour, not to exceed \$10,000 for the 2018-19 fiscal year, to be paid from General Funds

STAFF RECOMMENDATION:

Approve the Agreement with CalEd Associates, Inc. for grant writing services, and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Ruben Frutos, Assistant Superintendent-Business Services

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

ACTION ITEM: 4.5-A



Agreement for Consultant Services

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT agrees to render all necessary and reasonable services to the DISTRICT regarding grant writing services in accordance with directions as stipulated by the DISTRICT during the period beginning October 22, 2018, and ending June 30, 2019. Said duties shall include, but not be limited to:

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

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

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

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

- 2. CONSULTANT affirms awareness of all Federal, State and local licensure requirements for performing the tasks described in this contract and that all such licenses, permits, certifications or other regulatory requirements have been met and are currently valid. CONSULTANT further acknowledges compliance with California statutes pertaining to workers' compensation insurance and provisions of the California <u>Labor Code</u> and affirms that all activities carried out pursuant to this contract shall be in compliance with said workers' compensation statutes and regulations.
- 3. CONSULTANT agrees to provide evidence of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. CONSULTANT shall name DISTRICT as an additional insured (by a separate endorsement) on the above policies. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."
 - CONSULTANT agrees to provide DISTRICT with proof of insurance no fewer than five (5) working days prior to commencement of duties described in this contract. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to DISTRICT. CONSULTANT further agrees to notify DISTRICT immediately of any change in status affecting CONSULTANT's licensing and/or ability to perform duties described herein.
- 4. In relation to this contract and in respect to carrying out any of the activities associated with the performance of this contract, CONSULTANT agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees from every claim or demand against the DISTRICT associated with alleged liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained or claimed to have been sustained by any person or property arising out of or in any way connected with the activities of the CONSULTANT arising out of this Agreement. However, this indemnification and hold harmless do not apply to any liability for damages which results form the sole negligence or willful misconduct of the DISTRICT, its officers, agents, or employees. DISTRICT assumes no liability whatsoever for any property/equipment placed on DISTRICT premises by CONSULTANT.
- 5. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of \$150.00, not to exceed the sum of \$10,000.00, payable in monthly payments as service time is accumulated. Payments shall be made monthly on the basis of invoices submitted to the DISTRICT.

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

- 6. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
- 7. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.
 - CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
- 8. DISTRICT and CONSULTANT may, at any time, with or without reason, terminate this AGREEMENT. DISTRICT shall compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT or CONSULTANT shall be sufficient to stop further performance of services by CONSULTANT. Notice by DISTRICT shall be deemed given when received by the CONSULTANT or no later than five days after the day of mailing, whichever is sooner. Notice by CONSULTANT shall be deemed given when received by the DISTRICT or no later than five days after the day of mailing, whichever is sooner.

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

Paramount Name of Dis	Unified School District	Consultant Name
Name of Dis	Strict	Consultant Name
By:		By:
Ruben Frut	os	
Assistant St Business Se	uperintendent- ervices	Typed Name
		Title
		Taxpayer Identification Number
		Street Address
		City, State, Zip Code
Please review, sign Board Approved:	n and return in the enclose	ed postage-paid envelope.
Funding: Account Number: PC Number:		
Department Lead:	: Name	Signature
	= : ===== =	0

TO: Dr. Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Monthly Financial Statements, September 2018

BACKGROUND INFORMATION:

Business Services provides a financial statement each month. Staff has prepared a financial statement for each fund in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, Expenditures through September 30, 2018 and the percentage of the budget remaining. Highlights include revenues received in excess of \$100,000.

HIGHLIGHTS

Fund 01 – General Fund Revenues

- Received revenue of \$11,778,031 for LCFF September apportionment
- Received revenue of \$277,234 for 17/18 4th quarter Interest
- Received revenue of \$ 167,567 for 16/17 2nd quarter Medical Admin Activities account
- Received revenue of \$5,500,519 for 18/19 1st quarter apportionment for Education Protection account

Fund 11 – Adult Education Fund Revenues

No highlights to report

Fund 12 - Child Development Fund Revenues

No highlights to report

Fund 13 – Cafeteria Fund Revenues

Received revenue of \$198,809 for Federal Child Nutrition program

Fund 21 – Building Fund Revenues

No highlights to report

Fund 25 – Capital Facilities Fund Revenues

No highlights to report

Fund 35 – County School Facilities Fund Revenues

No highlights to report

Fund 40 – Special Reserve Fund for Capital Outlay Projects Revenues

No highlights to report

Fund 67.1 – Worker's Compensation Fund Revenues

• No highlights to report

Fund 67.2 – Early Retirees Health and Welfare Fund Revenues

No highlights to report

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 GENERAL FUND-COMBINED (01) ACTUALS THROUGH 09/30/18

	Α	В	С	D	Е	F
	,,		Ŭ	2	Actuals	•
		ACCOUNT	2018-2019	2018-2019	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Current Budget	09/30/18	Remaining
2 A .	Revenue:			_		
3 1)	Revenue Limit Sources	8010-8099	169,313,594	170,452,880	30,798,843	82%
	Federal Revenues	8100-8299		9,371,366	320,568	97%
	Other State Revenues	8300-8599		11,909,394	766,275	94%
	Other Local Revenues	8600-8799		2,513,635	10,721	100%
	Total Revenues		193,096,250	194,247,275	31,896,407	84%
	Expenditures	4000 4000	00 704 004	07.000.500	0.000.000	200/
	Certificated Salaries Classified Salaries	1000-1999 2000-2999		87,020,532 24,459,380	9,863,932 3,938,933	89% 84%
_ ′	Employee Benefits	3000-2999		44,450,470	3,258,793	93%
	Books and Supplies	4000-3999		18,759,846	2,221,798	88%
13 5)	Services, Other Operating Expenses	5000-5999		23,080,053	3,782,652	84%
	Capital Outlay	6000-6599		4,203,618	406,825	90%
15	ouplie. Outlay	7100-7299		.,200,0.0	.00,020	0070
	Other Outgo	7400-7499		88,000	19	100%
17 8)	Direct Support/Indirect Costs	7300-7399		(196,235)	-	100%
18 <mark>9)</mark>	Total Expenditures		200,999,873	201,865,664	23,472,952	88%
19						
	Excess (Deficiency) of Revenues					
	Over Expenditures Before Other					
	Financing Sources and Uses		(7,903,623)	(7,618,389)	8,423,455	
23						
	Other Financing Sources/Uses					
	Interfund Transfers					
	a) Transfers In	8910-8929			-	
	b) Transfers Out Other Sources/Uses	7610-7629	5,778,988	5,778,988	-	
	a) Sources	8930-8979	_	-	_	
	b) Uses	7630-7699				
	Contributions to Restricted	1000 1000				
	Programs	8990-8999	-	78,751	-	
	Total, Other Financing Sources/Uses		(5,778,988)	(5,700,237)	-	
34						
	Net Increase (Decrease) in Fund Balance		(13,682,611)	(13,318,626)	8,423,455	
36						
	Fund Balance Reserves					
	1) Beginning Balance	0704	50.045.000	50.045.000	50.045.000	
39	a) As of July 1 - Estimated	9791	52,615,666	52,615,666	52,615,666	
40	b) Unaudited Actual Adj. c) As of July 1 - Unaudited	9792	52,615,666	52,615,666	52,615,666	
42	d) Audit Adj/Restatement	9793		32,013,000	52,515,000	
43	e) Net Beginning Balance	0.00	52,615,666	52,615,666	52,615,666	
	Ending Balance June 30		38,933,055	39,297,040	61,039,121	
45	-					
	mponents of Ending Fund Balance					
- /	Reserved Amounts					
	Revolving Cash	9711	,	40,000	40,000	
	Stores	9712		300,000	300,000	
	Legally Restricted Balance	9740		5,021,754	5,021,754	
	Designated for Economic Unc. Designated for Mandated Cost	9789 9775-9780		13,000,000	13,000,000	
	Designated for Mandated Cost Designated for Digital High School	9775-9780		-	<u>-</u>	
54	Designated for Anticipated State Rev. Cuts	9775-9780		-	-	
	Designated for Other Assignments	9780		18,334,171	18,334,171	
	Undesignated Amount for Projects	9790		.0,00 1,171	. 5,55 1,17 1	
56 C)		9790		2,601,115	24,343,196	

PARAMOUNT UNIFIED SCHOOL DISTRICT ADULT EDUCATION FUND (11) ACTUALS THROUGH 09/30/18

	A	В	С	D	E	F
	n	D		2018-2019	 Actuals	I
		ACCOUNT	2018-2019	Current	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Budget	09/30/18	Remaining
	A. Revenue:					
3	Revenue Limit Sources	8010-8099	_	_	-	0%
	2) Federal Revenues	8100-8299		790,069	_	100%
	3) Other State Revenues	8300-8599		5,828,777	_	100%
	4) Other Local Revenues	8600-8799		151,050	2,021	99%
	5) Total Revenues		6,769,896	6,769,896	2,021	100%
	B. Expenditures		, ,	, ,	,	
	Certificated Salaries	1000-1999	1,404,416	1,376,608	167,355	88%
	2) Classified Salaries	2000-2999		616,061	94,001	85%
	3) Employee Benefits	3000-3999		689,902	63,904	91%
	4) Books and Supplies	4000-4999		292,939	250,021	15%
	5) Services, Other Operating Expenses	5000-5999		4,145,974	38,262	99%
	6) Capital Outlay	6000-6599		-	-	0%
15	-,, ··· · · · ,	7100-7299				
	7) Other Outgo	7400-7499	-	-	-	0%
	8) Direct Support/Indirect Costs	7300-7399	105,269	105,269	-	100%
	9) Total Expenditures		7,185,998	7,226,753	613,543	92%
19	-		<u> </u>	-		
20	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(416,102)	(456,857)	(611,522)	
23			, , , ,			
	D. Other Financing Sources/Uses					
	1) Interfund Transfers					
26	a) Transfers In	8910-8929	_	-	_	
27	b) Transfers Out	7610-7629		_	_	
	2) Other Sources/Uses					
29	a) Sources	8930-8979	_	_	_	
30	b) Uses	7630-7699		_	_	
	3) Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
33	4) Total, Other Financing Sources/Uses		-	-	-	
34						
35	E. Net Increase (Decrease) in Fund Balance		(416,102)	(456,857)	(611,522)	
36	,		, , ,	, , ,	, , ,	
37	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791	1,936,639	1,936,639	1,936,639	
40	b) Unaudited Actual Adj.	9792	-	-	-	
41	c) As of July 1 - Unaudited		1,936,639	1,936,639	1,936,639	
42	d) Audit Adj/Restatement	9793		-	-	
43	e) Net Beginning Balance		1,936,639	1,936,639	1,936,639	
	2) Ending Balance June 30		1,520,537	1,479,782	1,325,117	
45						
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711		-	-	
49	Stores	9712		-	-	
50	Legally Restricted Balance	9740		30,539	30,539	
	b) Designated for Economic Unc.	9770			-	
52	Other Assignments	9780		1,449,243	1,294,578	
	c) Undesignated Amount for Projects	9790				
54	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT FUND (12) ACTUALS THROUGH 09/30/18

П	В	С	D	E	F
, , , , , , , , , , , , , , , , , , ,		2018-2019	2018-2019	Actuals	
	ACCOUNT	Adopted	Current	Through	% of Budget
1 DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
2 A. Revenue:					
3 1) Revenue Limit Sources	8010-8099	_	_	-	0%
4 2) Federal Revenues	8100-8299	184,000	184,000	5,189	97%
5 3) Other State Revenues	8300-8599	1,707,673	1,707,673	-	100%
6 4) Other Local Revenues	8600-8799	27,000	27,000	-	100%
7 5) Total Revenues		1,918,673	1,918,673	5,189	100%
8 B. Expenditures					
9 1) Certificated Salaries	1000-1999	525,812	525,812	54,925	90%
10 2) Classified Salaries	2000-2999	659,436	659,436	76,811	88%
11 3) Employee Benefits	3000-3999	431,518	431,518	32,343	93%
12 4) Books and Supplies	4000-4999	29,336	29,336	1,978	93%
13 5) Services, Other Operating Expenses	5000-5999	169,605	169,605	1,738	99%
14 6) Capital Outlay	6000-6599 7100-7299		-	-	0%
16 7) Other Outgo	7400-7499				00/
17 8) Direct Support/Indirect Costs	7300-7399	90,966	90,966	-	0% 100%
18 9) Total Expenditures	7300-7399	1,906,673	1,906,673	167,795	91%
19		1,300,073	1,300,013	107,733	3170
20 C. Excess (Deficiency) of Revenues					
21 Over Expenditures Before Other					
22 Financing Sources and Uses		12,000	12,000	(162,606)	
23		12,000	1_,000	(102,000)	
24 D. Other Financing Sources/Uses					
25 1) Interfund Transfers					
26 a) Transfers In	8910-8929	-	-	-	
27 b) Transfers Out	7610-7629	-	-	-	
28 2) Other Sources/Uses					
29 a) Sources	8930-8979	-	-	-	
30 b) Uses	7630-7699	-	-	-	
31 3) Contributions to Restricted				-	
32 Programs	8990-8999	-	-	-	
33 4) Total, Other Financing Sources/Uses		-	-	-	
34 S F No (No constant P No constan		40.000	40.000	(400.000)	
35 E. Net Increase (Decrease) in Fund Balance		12,000	12,000	(162,606)	
37 F. Fund Balance Reserves					
38 1) Beginning Balance					
39 a) As of July 1 - Estimated	9791	664,842	664,872	664,872	
40 b) Unaudited Actual Adj.	9792	00 r,072	-	-	
41 c) As of July 1 - Unaudited	3.02	664,842	664,872	664,872	
d) Audit Adj/Restatement	9793		-	-	
e) Net Beginning Balance		664,842	664,872	664,872	
44 2) Ending Balance June 30		676,842	676,872	502,266	
45					
46 Components of Ending Fund Balance					
47 a) Reserved Amounts					
48 Revolving Cash	9711	-	-	-	
49 Stores	9712	-	-	-	
50 Legally Restricted Balance	9740	606,207	606,207	606,207	
b) Designated for Economic Unc.	9770	70.005	-	- (400.04)	
52 Other Assignments	9775-9780	70,635	70,665	(103,941)	
53 c) Undesignated Amount for Projects	9790 9790				
54 d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT CAFETERIA - ENTERPRISE FUND (13) ACTUALS THROUGH 09/30/18

	A	В		С	D	E I	F 1
	••		2	2018-2019	2018-2019	Actuals	
		ACCOUNT		Adopted	Current	Through	% of Budget
1	DESCRIPTION	CODES		Budget	Budget	09/30/18	Remaining
2	A. Revenue:						
3	Revenue Limit Sources	8010-8099		-	-	-	0%
4	2) Federal Revenues	8100-8299	\$	8,261,000	8,261,000	315,594	96%
5	Other State Revenues	8300-8599	_	652,000	652,000	25,216	96%
6	Other Local Revenues	8600-8799		387,000	387,000	77,727	80%
	5) Total Revenues		\$	9,300,000	9,300,000	418,537	95%
_	B. Expenditures						
9	Certificated Salaries	1000-1999			-	-	0%
10	2) Classified Salaries	2000-2999		3,556,860	3,556,860	575,596	84%
	3) Employee Benefits	3000-3999 4000-4999		1,655,147	1,655,147	167,013	90%
	Books and Supplies Services, Other Operating Expenses	5000-5999	_	3,875,885 132,108	3,907,885 132,108	578,949 89,814	85% 32%
14	Services, Other Operating Expenses Capital Outlay	6000-5999	_	72,000	40,000	22,784	43%
15	o) Capital Outlay	7100-7299		-	40,000	22,704	4570
	7) Other Outgo	7400-7499	_		_	_	0%
17	,	7300-7399	Ψ	_	-	_	0%
18	9) Total Expenditures	7000 7000		9,292,000	9,292,000	1,434,156	85%
19	,			, ,	, ,	, ,	
	C. Excess (Deficiency) of Revenues						
21	Over Expenditures Before Other						
22	Financing Sources and Uses			8,000	8,000	(1,015,619)	
23	-		•				
24	D. Other Financing Sources/Uses						
25	Interfund Transfers						
26	a) Transfers In	8910-8929		-	-	-	
27	b) Transfers Out	7610-7629		-	-	-	
28	Other Sources/Uses						
29	a) Sources	8930-8979		-	-	-	
30	b) Uses	7630-7699		-	-	-	
	Contributions to Restricted						
32	Programs	8990-8999		-	-	-	
33	4) Total, Other Financing Sources/Uses			-	-	-	
	E. Net Increase (Decrease) in Fund Balance			8,000	8,000	(1,015,619)	
36	L. Net increase (Decrease) in i una balance			0,000	0,000	(1,013,019)	
	F. Fund Balance Reserves						
38	1) Beginning Balance						
39	a) As of July 1 - Estimated	9791		528,682	528,682	528,682	
40	b) Unaudited Actual Adj.	9792		-	-	· -	
41	c) As of July 1 - Unaudited			528,682	528,682	528,682	
42	d) Audit Adj/Restatement	9793		-	-	-	
43	e) Net Beginning Balance			528,682	528,682	528,682	
	2) Ending Balance June 30			536,682	536,682	(486,937)	
45							
	Components of Ending Fund Balance						
	a) Reserved Amounts	0744					
48 49	Revolving Cash Stores	9711 9712	-	-	-	-	
50	Stores Legally Restricted Balance	9712 9740		372,514	372,514	- 560,012	
	b) Designated for Economic Unc.	9740 9770		J12,314 -	312,314	500,012	
	Other Assignments	9770 9780		164,168	164,168	(1,046,949)	
	c) Undesignated Amount for Projects	9790 9790		107,100	10-7,100	(1,040,043)	
	d) Unrestricted Net Position	9790		-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT BUILDING FUND (14) ACTUALS THROUGH 09/30/18

	A	В	С	D I	E	F
	۸	D	2018-2019	2018-2019	Actuals	I
		ACCOUNT	Adopted	Current	Through	% of Budget
1	DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
	A. Revenue:	CODEO	Buaget	Budget	03/30/10	Remaining
3	Revenue. Revenue Limit Sources	8010-8099	-	_	-	0%
	Federal Revenues	8100-8299	-	<u>-</u>	-	0%
	3) Other State Revenues	8300-8599	_	_	-	0%
	Other Local Revenues	8600-8799	-	-	-	0%
	5) Total Revenues		-	-	-	0%
8	B. Expenditures					
9	Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	244,695	249,932	71,562	0%
11	3) Employee Benefits	3000-3999	113,503	114,017	15,454	0%
	Books and Supplies	4000-4999	104,752	304,752	100,546	67%
	5) Services, Other Operating Expenses	5000-5999	1,416,611	1,210,860	213,507	0%
	6) Capital Outlay	6000-6599	2,308,427	2,308,427	210,437	91%
15		7100-7299	-	-	-	
	7) Other Outgo	7400-7499	-	-	-	0%
	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
	9) Total Expenditures		4,187,988	4,187,988	611,506	85%
19	O France (Deficience) of December					
	C. Excess (Deficiency) of Revenues	_				
21	Over Expenditures Before Other Financing Sources and Uses	Г	(4,187,988)	(4,187,988)	(611,506)	
23	Financing Sources and Oses	<u> </u>	(4,107,900)	(4,107,900)	(611,500)	
	D. Other Financing Sources/Uses	1		1		
	Interfund Transfers					
26	a) Transfers In	8910-8929	4,187,988	4,187,988	_	
27	b) Transfers Out	7610-7629	4,107,900	4,107,300		
	2) Other Sources/Uses	7010 7023				
29	a) Sources	8930-8979	_	_	-	
30	b) Uses	7630-7699	-	-	-	
31	Contributions to Restricted					
32	Programs	8990-8999	_	-	-	
	4) Total, Other Financing Sources/Uses		4,187,988	4,187,988	-	
34						
	E. Net Increase (Decrease) in Fund Balance		-	-	(611,506)	
36		_				
	F. Fund Balance Reserves					
38	1) Beginning Balance	0704	007.070	007.070	007.070	
39	a) As of July 1 - Estimated	9791	227,870	227,870	227,870	
40	b) Unaudited Actual Adj. c) As of July 1 - Unaudited	9792	227,870	- 227,870	227,870	
42	d) Audit Adj/Restatement	9793	- 221,010			
43	e) Net Beginning Balance	3133	227,870	227,870	227,870	
	2) Ending Balance June 30		227,870	227,870	(383,636)	
45	_,g _a.a			,	(555,556)	
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711	-	-		
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740				
	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	227,870	227,870	(383,636)	
53		9790				
15/	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT BUILDING FUND (21) ACTUALS THROUGH 09/30/18

	A	В	С	D	E	F
	Λ		2018-2019	2018-2019	Actuals	ı
		ACCOUNT	Adopted	Current	Through	% of Budget
1	DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
	A. Revenue:	3323	Daayot	Daagot	00/00/10	
3	Revenue Limit Sources	8010-8099	-	-	-	0%
	Federal Revenues	8100-8299	_	-	_	0%
	Other State Revenues	8300-8599	-	-	_	0%
	4) Other Local Revenues	8600-8799	60,000	60,000	-	100%
7	5) Total Revenues	1	60,000	60,000	-	0%
8	B. Expenditures					
9	Certificated Salaries	1000-1999	-	-	-	0%
10	Classified Salaries	2000-2999	-	-	-	0%
	Employee Benefits	3000-3999	-	-	-	0%
	Books and Supplies	4000-4999	1,000	1,000	-	100%
	5) Services, Other Operating Expenses	5000-5999	1,000	1,000	500	0%
	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	
	7) Other Outgo	7400-7499	-	-	-	0%
	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18 19	9) Total Expenditures	<u> </u>	2,000	2,000	500	75%
	C. France (Deficiency) of Devenue					
	C. Excess (Deficiency) of Revenues Over Expenditures Before Other	_				
21	Financing Sources and Uses	Г	58,000	58,000	(500)	
23	I mancing sources and oses	<u> </u>	30,000	30,000	(300)	
	D. Other Financing Sources/Uses	<u> </u>				
	Interfund Transfers					
26	a) Transfers In	8910-8929	_	_	_	
27	b) Transfers Out	7610-7629	_	-	_	
	2) Other Sources/Uses	'0''0''				
29	a) Sources	8930-8979	-	-	_	
30	b) Uses	7630-7699	-	-	-	
31	3) Contributions to Restricted	Ī				
32	Programs	8990-8999	-	-	-	
	4) Total, Other Financing Sources/Uses		-	-	-	
34						
	E. Net Increase (Decrease) in Fund Balance		58,000	58,000	(500)	
36						
	F. Fund Balance Reserves					
38	Beginning Balance a) As of July 1 - Estimated	9791	1 506 100	1 506 100	1 506 100	
40	a) As of July 1 - Estimatedb) Unaudited Actual Adj.	9791	1,596,100	1,596,100	1,596,100	
41	c) As of July 1 - Unaudited	9/92	1,596,100	1,596,100	1,596,100	
42	d) Audit Adj/Restatement	9793	1,030,100	1,030,100	1,030,100	
43	e) Net Beginning Balance	3,33	1,596,100	1,596,100	1,596,100	
	2) Ending Balance June 30		1,654,100	1,654,100	1,595,600	
45	,	l l	-,,,	-,,	1,000,000	
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	<u> </u>	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	3,828,052	3,828,052	3,828,052	
	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	(2,173,952)	(2,173,952)	(2,232,452)	
53		9790				
1 54	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT BUILDING FUND (21.1) ACTUALS THROUGH 09/30/18

	A	В	С	D	E I	F
	۸	ь	2018-2019	2018-2019		I
		ACCOUNT	Adopted	Current	Through	% of Budget
1	DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
	A. Revenue:	CODEO	Buaget	Buaget	03/30/10	Remaining
3	Revenue. Revenue Limit Sources	8010-8099	-	_	_	0%
	Federal Revenues	8100-8299	_	_	-	0%
	Other State Revenues	8300-8599	_		-	0%
	Other Local Revenues	8600-8799	334,000	334,000	153	0%
	5) Total Revenues		334,000	334,000	153	0%
8	B. Expenditures					
9	Certificated Salaries	1000-1999	-	-	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
11	3) Employee Benefits	3000-3999	-	-	-	0%
	Books and Supplies	4000-4999	-	177,865	42,538	76%
	5) Services, Other Operating Expenses	5000-5999	-	217,306	35,652	84%
	6) Capital Outlay	6000-6599	6,500,000	6,104,829	495,093	92%
15		7100-7299			-	
	7) Other Outgo	7400-7499	5,500,000	5,500,000	-	0%
	8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18 19	9) Total Expenditures		12,000,000	12,000,000	573,283	0%
	C. Evenes (Definionary) of Bayenyes			<u> </u>		
20	C. Excess (Deficiency) of Revenues Over Expenditures Before Other	<u>-</u>				
22	Financing Sources and Uses	Г	(11,666,000)	(11,666,000)	(573,130)	
23	I mancing sources and oses	<u> </u>	(11,000,000)	(11,000,000)	(373,130)	
	D. Other Financing Sources/Uses	<u> </u>	1			
	Interfund Transfers	 				
26	a) Transfers In	8910-8929	_	_	-	
27	b) Transfers Out	7610-7629	_	_	_	
	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
	Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
	4) Total, Other Financing Sources/Uses		-	-	-	
34						
	E. Net Increase (Decrease) in Fund Balance		(11,666,000)	(11,666,000)	(573,130)	
36	E. E. J. Delever Browns					
	F. Fund Balance Reserves					
38 39	Beginning Balance a) As of July 1 - Estimated	9791	13 690 064	13 690 064	13 690 064	
40	b) Unaudited Actual Adj.	9791	13,689,064	13,689,064	13,689,064	
41	c) As of July 1 - Unaudited	3132	13,689,064	13,689,064	13,689,064	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance	""	13,689,064	13,689,064	13,689,064	
	2) Ending Balance June 30		2,023,064	2,023,064	13,115,934	
45			,- >,	,,	, ,,,,,,,	
	Components of Ending Fund Balance	l t				
	a) Reserved Amounts	l t				
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	2,023,064	2,023,064	13,115,934	
53		9790				
1 54 l	d) Unappropriated Amount	9790	-	-	-	

4.1-I Attachment Financial Statement 10-22-18 Board Mtg Fund 21.1

PARAMOUNT UNIFIED SCHOOL DISTRICT CAPITAL FACILITIES FUND (25) ACTUALS THROUGH 09/30/18

	A	В	С	D	E	F
+	A	Ь	2018-2019	2018-2019	Actuals	Г
		ACCOUNT	Adopted	Current	Through	% of Budget
1_1	DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
	A. Revenue:	00220	_ u.u.g.u	901	00,00,10	
	Revenue Limit Sources	8010-8099	_	_		0%
	2) Federal Revenues	8100-8299	-	_	-	0%
	3) Other State Revenues	8300-8599	_	_	-	0%
	l) Other Local Revenues	8600-8799	250,000	250,000	27,825	89%
	5) Total Revenues		250,000	250,000	27,825	89%
8	3. Expenditures					
) Certificated Salaries	1000-1999	74,195	74,195	15,019	0%
10 2	2) Classified Salaries	2000-2999	5,000	38,456	11,528	0%
	B) Employee Benefits	3000-3999	28,721	43,606	6,358	0%
	l) Books and Supplies	4000-4999	120,000	71,659	-	100%
	S) Services, Other Operating Expenses	5000-5999	180,000	180,000	19,385	89%
	S) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	
	7) Other Outgo	7400-7499	-	-	-	0%
	Direct Support/Indirect Costs Tatal Export (1997)	7300-7399	407.046	- 407.046	F2 200	0% 87%
18 9) Total Expenditures		407,916	407,916	52,290	81%
	Evene (Definioner) of Boyense		T			
20	C. Excess (Deficiency) of Revenues Over Expenditures Before Other					
22	Financing Sources and Uses	-	(157,916)	(157,916)	(24,465)	
23	I mancing Sources and Oses		(137,310)	(137,910)	(24,403)	
	D. Other Financing Sources/Uses					
	Interfund Transfers	-				
26	a) Transfers In	8910-8929	750,000	750,000	750,000	
27	b) Transfers Out	7610-7629	-	-	-	
	2) Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31 3	Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
	I) Total, Other Financing Sources/Uses		750,000	750,000	750,000	
34		-				
	E. Net Increase (Decrease) in Fund Balance		592,084	592,084	725,535	
36						
	F. Fund Balance Reserves	-				
38	Beginning Balance As of July 1 - Estimated	9791	3,502,243	3,502,243	3,502,243	
40	b) Unaudited Actual Adj.	9791	3,302,243	J,JUZ,Z4J -	3,3UZ,Z 4 3 -	
41	c) As of July 1 - Unaudited	3132	3,502,243	3,502,243	3,502,243	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance	""	3,502,243	3,502,243	3,502,243	
	2) Ending Balance June 30		4,094,327	4,094,327	4,227,778	
45	,		, ,	, - ,	, , ,	
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	-	-	-	
	b) Designated for Economic Unc.	9770	-		<u>-</u>	
52	Other Assignments	9780	4,094,327	4,094,327	4,227,778	
	c) Undesignated Amount for Projects	9790				
54 0	d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT COUNTY SCHOOL FACILITIES FUND (35) ACTUALS THROUGH 09/30/18

	A	В	С	D	E	F
	٨	В	2018-2019	2018-2019	Actuals	ı
		ACCOUNT	Adopted	Current	Through	% of Budget
1	DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
2	A. Revenue:	00020	Budgot	Baagot	00/00/10	rtomaning
3	Revenue Limit Sources	8010-8099	-	_	_	0%
4	Federal Revenues	8100-8299	-			0%
5	3) Other State Revenues	8300-8599	-	-	-	0%
	Other Local Revenues	8600-8799	4,500	4,500	-	100%
	5) Total Revenues		4,500	4,500	-	100%
	B. Expenditures		,	,		
9	Certificated Salaries	1000-1999	_	_	-	0%
10	2) Classified Salaries	2000-2999	-	-	-	0%
	3) Employee Benefits	3000-3999	-	-	-	0%
	4) Books and Supplies	4000-4999	-	-	-	0%
	5) Services, Other Operating Expenses	5000-5999	75,000	75,000	-	100%
14	6) Capital Outlay	6000-6599	-	-	-	0%
15		7100-7299	-	-	-	
	7) Other Outgo	7400-7499	-	-	-	0%
	Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18	9) Total Expenditures		75,000	75,000	-	100%
19						
	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		(70,500)	(70,500)	-	
23						
24	D. Other Financing Sources/Uses					
25	Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
	Other Sources/Uses	<u> </u>				
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
	Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
	4) Total, Other Financing Sources/Uses		-	-	-	
34	E. National and (Decrease) in Front Balance	-	(70.500)	(70.500)		
36	E. Net Increase (Decrease) in Fund Balance		(70,500)	(70,500)	-	
	F. Fund Balance Reserves					
38	Tund Balance Reserves Beginning Balance	<u> </u>				
39	a) As of July 1 - Estimated	9791	307,707	307,707	307,707	
40	b) Unaudited Actual Adj.	9792	301,101	301,101 -	301,101	
41	c) As of July 1 - Unaudited	3132	307,707	307,707	307,707	
42	d) Audit Adj/Restatement	9793	-	-	-	
43	e) Net Beginning Balance	3,33	307,707	307,707	307,707	
	2) Ending Balance June 30		237,207	237,207	307,707	
45					557,757	
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	-	
49	Stores	9712	-	-	-	
50	Legally Restricted Balance	9740	19,810	19,810	19,810	
	b) Designated for Economic Unc.	9770	-	-	-	
52	Other Assignments	9780	217,397	217,397	287,897	
	c) Undesignated Amount for Projects	9790	·	,	•	
54		9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS (40) ACTUALS THROUGH 09/30/18

A A	В	С	D	E	F
^	Ь	2018-2019	2018-2019	Actuals	1
	ACCOUNT	Adopted	Current	Through	% of Budget
1 DESCRIPTION	CODES	Budget	Budget	09/30/18	Remaining
2 A. Revenue:			J		
3 1) Revenue Limit Sources	8010-8099	-	-	-	0%
4 2) Federal Revenues	8100-8299	-	-	-	0%
5 3) Other State Revenues	8300-8599	-	-	-	0%
6 4) Other Local Revenues	8600-8799	10,000	10,000	-	100%
7 5) Total Revenues		10,000	10,000	-	100%
8 B. Expenditures					
9 1) Certificated Salaries	1000-1999	-	-	-	0%
10 2) Classified Salaries	2000-2999	-	-	-	0%
11 3) Employee Benefits	3000-3999	-	-	-	0%
12 4) Books and Supplies	4000-4999	-	-	-	0%
13 5) Services, Other Operating Expenses	5000-5999	-	-	-	0%
14 6) Capital Outlay	6000-6599	-	-	-	0%
15	7100-7299		-	-	
16 7) Other Outgo	7400-7499	1,129,900	1,129,900	-	100%
17 8) Direct Support/Indirect Costs	7300-7399	-	-	-	0%
18 9) Total Expenditures		1,129,900	1,129,900	-	100%
19					
20 C. Excess (Deficiency) of Revenues 21 Over Expenditures Before Other					
21 Over Expenditures Before Other 22 Financing Sources and Uses		(1,119,900)	(1,119,900)		
23	<u> </u>	(1,113,300)	(1,113,300)		
24 D. Other Financing Sources/Uses			I		
25 1) Interfund Transfers					
26 a) Transfers In	8910-8929	841,000	841,000	-	
27 b) Transfers Out	7610-7629	-	-	-	
28 2) Other Sources/Uses	1 0.0.0				
29 a) Sources	8930-8979	_	_	_	
30 b) Uses	7630-7699	-	-	-	
31 3) Contributions to Restricted					
32 Programs	8990-8999	-	-	-	
33 4) Total, Other Financing Sources/Uses		841,000	841,000	-	
34					
35 E. Net Increase (Decrease) in Fund Balance		(278,900)	(278,900)	-	
36					
F. Fund Balance Reserves					
1) Beginning Balance					
a) As of July 1 - Estimated	9791	3,056,792	3,056,792	3,056,792	
b) Unaudited Actual Adj.	9792	-	-	-	
c) As of July 1 - Unaudited	0700	3,056,792	3,056,792	3,056,792	
d) Audit Adj/Restatement	9793	- 0.050.700	-	- 0.050.700	
e) Net Beginning Balance		3,056,792	3,056,792	3,056,792	
44 2) Ending Balance June 30		2,777,892	2,777,892	3,056,792	
46 Components of Ending Fund Balance					
47 a) Reserved Amounts					
48 Revolving Cash	9711	-	-	_	
49 Stores	9712	-	-	-	
50 Legally Restricted Balance	9740	-	-	-	
51 b) Designated for Economic Unc.	9770	-	-	-	
52 Other Assignments	9780	2,777,892	2,777,892	3,056,792	
53 c) Undesignated Amount for Projects	9790				
54 d) Unappropriated Amount	9790	-	-	-	

PARAMOUNT UNIFIED SCHOOL DISTRICT SELF INSURANCE FUND - Workers Compensation (67.1) ACTUALS THROUGH 09/30/18

	A	В	С	D	Е	F
	A	D	<u> </u>	2018-2019	Actuals	Г
		ACCOUNT	2018-2019	Current	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Budget	09/30/18	Remaining
	A. Revenue:					. .
	Revenue Limit Sources	8010-8099	_	_	-	0%
	2) Federal Revenues	8100-8299		_	_	0%
	3) Other State Revenues	8300-8599		-	-	0%
	4) Other Local Revenues	8600-8799		2,019,201	238,587	88%
7	5) Total Revenues		2,019,201	2,019,201	238,587	0%
8	B. Expenditures					
	Certificated Salaries	1000-1999	-	-	-	0%
	2) Classified Salaries	2000-2999	-	-	-	0%
	3) Employee Benefits	3000-3999		-	-	0%
	4) Books and Supplies	4000-4999			3,123	0%
	5) Services, Other Operating Expenses	5000-5999		2,322,348	981,114	58%
	6) Capital Outlay	6000-6599				0%
15		7100-7299		-		
	7) Other Outgo	7400-7499		-	-	0%
	8) Direct Support/Indirect Costs	7300-7399		-	-	0%
18	9) Total Expenditures		2,322,348	2,322,348	984,237	0%
19	0.5.		 			
	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other		(202.447)	(202.4.47)	(74E CEO)	
	Financing Sources and Uses		(303,147)	(303,147)	(745,650)	
23	D. Other Firemains Occurred III.		T			
	D. Other Financing Sources/Uses 1) Interfund Transfers					
25 26	a) Transfers In	8910-8929		_	_	
27	b) Transfers Out	7610-7629				
	2) Other Sources/Uses	7010-7029	-	_	-	
29	a) Sources	8930-8979	_		_	
30	b) Uses	7630-7699		-	-	
	3) Contributions to Restricted	7000 7000				
32	Programs	8990-8999	-	_	-	
	4) Total, Other Financing Sources/Uses		-	-	-	
34						
35	E. Net Increase (Decrease) in Fund Balance		(303,147)	(303,147)	(745,650)	
36						
	F. Fund Balance Reserves					
38	Beginning Balance					
39	a) As of July 1 - Estimated	9791		5,306,259	5,306,259	
40	b) Unaudited Actual Adj.	9792			-	
41	c) As of July 1 - Unaudited		5,306,259	5,306,259	5,306,259	
42	d) Audit Adj/Restatement	9793		-	-	
43	e) Net Beginning Balance		5,306,259	5,306,259	5,306,259	
	2) Ending Balance June 30		5,003,112	5,003,112	4,560,609	
45	Commonante of Engline Freed Polones					
	Components of Ending Fund Balance		 			
47 48	a) Reserved Amounts Revolving Cash	9711	_	_	_	
49	Stores	9711		-		
50	Legally Restricted Balance	9712		-	-	
	b) Designated for Economic Unc.	9740 9770			_	
52	Designated for Workers' Comp Payments	9775-9780		5,003,112	4,560,609	
	c) Undesignated Amount for Projects	9790		5,555,112	1,000,000	
	d) Unappropriated Amount	9790		-	-	
	.,	0.00				

PARAMOUNT UNIFIED SCHOOL DISTRICT SELF INSURANCE FUND - EARLY RETIREES HEALTH AND WELFARE (67.2) ACTUALS THROUGH 09/30/18

		ACTUALS INF				
	A	В	С	D	E	F
		ACCOUNT	2040 2040	2018-2019	Actuals	0/ of Dudget
		ACCOUNT	2018-2019	Current	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Budget	09/30/18	Remaining
	. Revenue:	0040 0000				00/
	Revenue Limit Sources	8010-8099		-	-	0%
	Federal Revenues	8100-8299		-	-	0%
	Other State Revenues	8300-8599		-	-	0%
	Other Local Revenues	8600-8799		4,059,461	526,023	87%
	Total Revenues		4,059,461	4,059,461	526,023	87%
	. Expenditures					00/
	Certificated Salaries	1000-1999		-	-	0%
	Classified Salaries	2000-2999		-	-	0%
	Employee Benefits	3000-3999		-	-	0%
	Books and Supplies	4000-4999		-	-	0%
	Services, Other Operating Expenses	5000-5999		1,780,358	14,543	99%
	Capital Outlay	6000-6599		-	-	0%
15	0.1.	7100-7299		-		<u>.</u>
	Other Outgo	7400-7499		-	-	0%
	Direct Support/Indirect Costs	7300-7399		-	-	0%
18 <mark>9)</mark>	Total Expenditures		1,780,358	1,780,358	14,543	99%
19						
	. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other					
22	Financing Sources and Uses		2,279,103	2,279,103	511,480	
23						
	. Other Financing Sources/Uses					
	Interfund Transfers					
26	a) Transfers In	8910-8929	-	-	-	
27	b) Transfers Out	7610-7629	-	-	-	
	Other Sources/Uses					
29	a) Sources	8930-8979	-	-	-	
30	b) Uses	7630-7699	-	-	-	
31 3)	Contributions to Restricted					
32	Programs	8990-8999	-	-	-	
	Total, Other Financing Sources/Uses		-	-	•	
34						
	Net Increase (Decrease) in Fund Balance		2,279,103	2,279,103	511,480	
36						
	Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791		9,059,425	9,059,425	
40	b) Unaudited Actual Adj.	9792		-	-	
41	c) As of July 1 - Unaudited		9,059,425	9,059,425	9,059,425	
42	d) Audit Adj/Restatement	9793		-	-	
43	e) Net Beginning Balance		9,059,425	9,059,425	9,059,425	
	Ending Balance June 30		11,338,528	11,338,528	9,570,905	
45						
	omponents of Ending Fund Balance					
	Reserved Amounts					
48	Revolving Cash	9711		-	-	
49	Stores	9712		-	-	
50	Legally Restricted Balance	9740		-	-	
	Designated for Economic Unc.	9770		-	-	
52	Other Assignments	9775-9780		11,338,528	9,570,905	
	Undesignated Amount for Projects	9790				
54 d)	Unappropriated Amount	9790	-	-	-	

TO: Dr. Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Monthly Financial Statements, September 2018 – Special

Education

BACKGROUND INFORMATION:

Per the Board's request Business Services is providing a financial statement each month for Special Education. Staff has prepared a financial statement in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, Expenditures through September 30, 2018 and the percentage of the budget remaining.

HIGHLIGHTS

Fund 01 – General Fund – Special Education Revenues

 Received revenue of \$491,856 for AB602 September 2018 advanced apportionment

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 SPECIAL EDUCATION (01) ACTUALS THROUGH 09/30/18

	A	В	С	D	E	F
		В	C	2018-2019	Actuals	ı
		ACCOUNT	2018-19	Current	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Budget	09/30/18	Remaining
	A. Revenue:	00020	Adoptod Badgot	Baagot	00/00/10	rtomaning
) Revenue Limit Sources	8010-8099				
) Federal Revenues	8100-8299		3,056,839	-	100%
) Other State Revenues	8300-8599		6,348,809	546,506	91%
) Other Local Revenues	8600-8799		1,505,736	219,769	85%
	Total Revenues	0000-0799	10,911,384	10,911,384	766,275	93%
			10,911,364	10,911,364	760,275	9370
	B. Expenditures) Certificated Salaries	1000-1999	11 262 660	11 201 100	4 222 000	88%
	,			11,381,109 4,792,826	1,323,000	85%
) Classified Salaries) Employee Benefits	2000-2999 3000-3999			718,638	92%
				6,053,119	455,332	
) Books and Supplies	4000-4999		49,946	13,920	72%
) Services, Other Operating Expenses	5000-5999		4,609,041	232,080	95%
) Capital Outlay	6000-6599			-	0%
15	Other Outer	7100-7299			-	0%
) Other Outgo	7400-7499		105 600	-	0%
) Direct Support/Indirect Costs	7300-7399		125,632	2 742 000	100%
18 9) Total Expenditures		27,011,673	27,011,673	2,742,968	90%
19			ı	T		
	Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other		(40.400.000)	(40.400.000)	(4.070.000)	
22	Financing Sources and Uses		(16,100,289)	(16,100,289)	(1,976,693)	
23						
	O. Other Financing Sources/Uses					
) Interfund Transfers					
26	a) Transfers In	8910-8929				
27	b) Transfers Out	7610-7629				
) Other Sources/Uses					
29	a) Sources	8930-8979				
30	b) Uses	7630-7699				
) Contributions to Restricted					
32	Programs	8900-8999		16,100,289	-	
) Total, Other Financing Sources/Uses		16,100,289	16,100,289	-	
34						
	. Net Increase (Decrease) in Fund Balance		-	-	(1,976,693)	
36						
	. Fund Balance Reserves					
38	Beginning Balance					
39	a) As of July 1 - Estimated	9791		1,739,775	1,739,775	
40	b) Unaudited Actual Adj.	9792				
41	c) As of July 1 - Unaudited		1,739,775	1,739,775	1,739,775	
42	d) Audit Adj/Restatement	9793				
43	e) Net Beginning Balance		1,739,775	1,739,775	1,739,775	
) Ending Balance June 30		1,739,775	1,739,775	(236,918)	
45						
	Components of Ending Fund Balance					
) Reserved Amounts					
48	Revolving Cash	9711				
49	Stores	9712				
50	Legally Restricted Balance	9740		1,739,775	(236,918)	
) Designated for Economic Unc.	9770				
52	Designated for H&W Benefit Payments	9775-9780		-	-	
) Undesignated Amount for Projects	9790				
54 d) Unappropriated Amount	9790	-	-	(0)	

TO: Dr. Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

DATE: October 22, 2018

SUBJECT: Monthly Financial Statements, September 2018 – Self-Insurance

Fund - Health and Welfare

BACKGROUND INFORMATION:

Per the Board's request Business Services is providing a financial statement each month for Fund 67.0. Staff has prepared a financial statement in the state-required J-200 format. The information provided includes the Adopted Budget, Revised Budget, Expenditures through September 30, 2018 and the percentage of the budget remaining. Highlights include revenues received in excess of \$100,000.

HIGHLIGHTS

Fund 67.0 – Self-Insurance Fund Revenues

No highlights to report

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

INFORMATION ITEM: 4.3-I

PARAMOUNT UNIFIED SCHOOL DISTRICT SELF INSURANCE FUND - Health Welfare (67.0) ACTUALS THROUGH 09/30/18

	A	В	С	D	Е	F
	A	D		2018-2019	Actuals	I ⁻
		ACCOUNT	2018-2019	Current	Through	% of Budget
1	DESCRIPTION	CODES	Adopted Budget	Budget	09/30/18	Remaining
	A. Revenue:		g	9		
	Revenue Limit Sources	8010-8099	-	_	-	0%
	2) Federal Revenues	8100-8299		_	_	0%
	3) Other State Revenues	8300-8599		-		0%
	4) Other Local Revenues	8600-8799		23,134,655	10,470	100%
7	5) Total Revenues		23,134,655	23,134,655	10,470	100%
8	B. Expenditures					
	Certificated Salaries	1000-1999	-	-	-	0%
	Classified Salaries	2000-2999	-	-	-	0%
	3) Employee Benefits	3000-3999		-	-	0%
	4) Books and Supplies	4000-4999		-	-	0%
	5) Services, Other Operating Expenses	5000-5999		23,134,655	5,418	100%
	6) Capital Outlay	6000-6599		-	-	0%
15		7100-7299		-		
	7) Other Outgo	7400-7499		-	-	0%
	8) Direct Support/Indirect Costs	7300-7399		-	-	0%
18	9) Total Expenditures		23,134,655	23,134,655	5,418	100%
19	0 F (D () :) (D		T T			
	C. Excess (Deficiency) of Revenues					
21	Over Expenditures Before Other Financing Sources and Uses				5,052	
23	Financing Sources and Oses		-		3,032	
	D. Other Financing Courses/Hose	l	I I			
	D. Other Financing Sources/Uses 1) Interfund Transfers					
26	a) Transfers In	8910-8929	_	_	_	
27	b) Transfers Out	7610-7629			_	
	2) Other Sources/Uses	7010-7029	_		_	
29	a) Sources	8930-8979	_	_	-	
30	b) Uses	7630-7699		_	_	
	3) Contributions to Restricted					
32	Programs	8990-8999	-	_	-	
33	4) Total, Other Financing Sources/Uses		-	-	-	
34						
35	E. Net Increase (Decrease) in Fund Balance		-	-	5,052	
36						
	F. Fund Balance Reserves					
38	1) Beginning Balance					
39	a) As of July 1 - Estimated	9791		445,593	445,593	
40	b) Unaudited Actual Adj.	9792		445.500	-	
41	c) As of July 1 - Unaudited	0700	445,593	445,593	445,593	
42	d) Audit Adj/Restatement	9793		445 500	- AAE E00	
43	e) Net Beginning Balance 2) Ending Balance June 30		445,593	445,593	445,593 450 645	
45	2) Linuling Dalance Julie 30		445,593	445,593	450,645	
	Components of Ending Fund Balance					
	a) Reserved Amounts					
48	Revolving Cash	9711	-	-	<u>-</u>	
49	Stores	9712		-	-	
50	Legally Restricted Balance	9740		-	-	
	b) Designated for Economic Unc.	9770		-	-	
52	Other Assignments	9775-9780		445,593	450,645	
	c) Unrestricted Net Assets	9790		-	-	
	d) Unappropriated Amount	9790				
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