### Paramount Unified School District



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

BOARD OF EDUCATION

CARMEN GOMEZ
President
YESENIA CUARENTA
Vice President
SONIA DE LEON
Member
LINDA GARCIA
Member
VIVIAN HANSEN
Member

RUTH PÉREZ District Superintendent

# STUDY SESSION OF BOARD OF EDUCATION

### MINUTES February 4, 2019

The meeting was called to order at 5:32 p.m. by President Carmen Gomez in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

Roll Call Trustee Carmen Gomez

Trustee Yesenia Cuarenta Trustee Sonia De Leon Trustee Linda Garcia — 6:02p.m.

Trustee Vivian Hansen

Administrators Present

Ruth Pérez, Superintendent

Ruben Frutos, Assistant Superintendent-Business Services Myrna Morales, Assistant Superintendent-Human Resources

Ryan Smith, Assistant Superintendent-Secondary Educational Services

Debbie Stark, Assistant Superintendent-Educational Services

Lucy Albera, Director-Nutrition Services

Cindy DiPaola, Director-Maintenance & Operations Jessie Flores, Interim Director-Safety & Security Scott Law, Director-Facilities & Project Development

Patricia Tu, Director-Fiscal Services
Jim Wolff, Director-Technology

Approve Study Session Agenda February 4, 2019 1.58 Trustee De Leon moved, Trustee Cuarenta seconded and the motion carried 4-0 to approve the agenda of the Study Session of February 4, 2019.

Ayes: 4 – Trustees Cuarenta, De Leon, Gomez, Hansen

Absent: 1 - Trustee Garcia

**HEARING SECTION** 

There were no speakers during the Hearing Section.

**General Services** 

New Board Member Orientation Superintendent Dr. Pérez shared with the Board that they would be receiving orientation information on the budget process and information on what the Governor has shared. The new Governor's priorities are different to the previous Governor and added that the Board will learn about the process on reporting Board items to the Board, how the Board is updated legally on the budget, expenditures and adopting the budget.

Ruben Frutos, Assistant Superintendent-Business Services commented that there are six primary departments in Business. Fiscal, Facilities, Maintenance & Operations, Nutrition Services, Technology, Safety & Security.

Mr. Frutos commented that he would be introducing each of his Directors so that they could provide the Board with information on what their offices are responsible for. Patricia Tu, Director-Fiscal Services shared that her office is responsible for payroll, accounts payable & receivable, financial reports, budgets and accounting. Gomez asked how many people are in the Fiscal Services department? Patricia shared that there are a total of 12 that consist of three (3) Accounts Payable, four (4) Payroll Technicians, three (3) Budget Technicians, one (1) Assistant Director and herself, the Director. Scott Law, Director-Facilities-Project Development shared that he is responsible for modernization, construction, facilities utilization and project planning. He added that he is currently working on 22 projects and works mostly with architects and outside agencies. Cindy DiPaola, Director-Maintenance & Operations shared that her department is responsible for building maintenance and repairs, custodial services, transportation and vehicle maintenance, reprographics, the warehouse, procurement & contracts. Lucy Albera, Director-Nutrition Services shared that her department is responsible for food services including Jim Wolff, Director-Technology menu planning and catering. commented that his department oversees network services, computer services installation and repair, server based systems, e-rate program, district software, phone systems and telecommunications, student President Gomez asked if all computing and system security. employees go through FERPA training? Mr. Frutos shared that the District has to comply with all protection regulations but are not obligated to provide specific training as our filters that Technology implements in partnership with the Los Angeles County Office of Education have to subscribe to all regulations for the internet. Jessie Flores, Interim Director-Safety & Security shared that he is responsible for District-wide security personnel, security and alarm companies, locksmith services, safety initiatives, surveillance systems, and works with SRO partnerships.

Mr. Frutos further added that his office oversees the Risk Management which consists of Property & Liability, Workers Compensation, reviews District contracts and it oversees Health benefits insurance, Dental and Life Insurance, the District's financing, its Bond program and Bridge Financing.

Governor's Proposals for 2019-20 State Budget and K-12 Education Mr. Frutos shared the themes for the 2019-20 Governor's Budget.

- Governor Gavin Newsom's first State Budget lays the groundwork and signals his governing philosophy and outlook for the next four years
- The recovery from the Great Recession is in its tenth year and some fear a downturn is looming
- The growth in Proposition 98 for 2019-20 is meager even though state revenues are outpacing the forecast
- School Districts will continue to face budget challenges as Local

- Control Funding Formula (LCFF) funding flattens and costs rise
- The education budget contains some new proposals, but Governor Newsom's early childhood education initiative will take center stage

### California Economy

- The California economy continues to grow but at a slower rate than the immediate years following the Great Recession
- Continued growth of the economy will rely on three major factors, which may be difficult to achieve
- The Budget assumes steady job growth and a more balanced distribution of wage increases across all workers

### Risk to the California Economy and State Budget

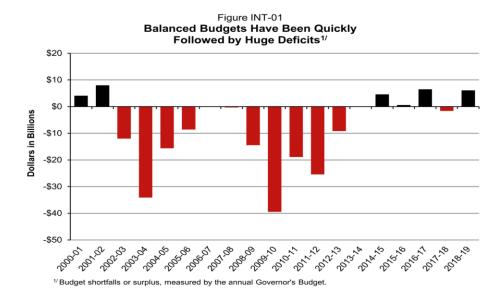
 Governor Newsom and the UCLA economists identify a different set of key risks to California's economy – they aren't mutually exclusive

### Governor

- Policy conflicts with the federal government
- Volatile stock market
- An aging population

### UCLA

- Unratified tri-party trade agreement between California, Mexico, and Canada
- Continued trade tensions between the U.S. and China
- The health of the economy drives state revenues and thus the State Budget



### California School District Budgeting Cycle

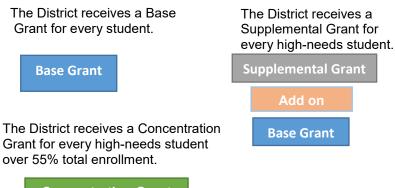
- June Year End Closing
- July Budget Adoption
- September Unaudited Actuals

- October Enrollment Reports /Federal Funding
- December First Interim Report / Prior Year Audit Report
- January Governor's Budget
- March Second Interim Report
- April Attendance Report
- May Governor's May Revision

#### Unrestricted Restricted **Local Control Funding** Specially Funded Programs: Formula (LCFF) - Categorical Programs (Title I) General Fund School Grants Program Supplemental & Special Education **Concentration Grants** Cafeteria Add-on Grants Bond **Donations**

- ☐ The LCFF consolidated the majority of the categorical programs, thereby eliminating the spending restrictions.
- ☐ The Local Control Accountability Plan (LCAP) is the plan on how districts are held accountable for using LCFF funds and supporting targeted youth.

### LCFF - How the State funds Paramount USD



Supplemental Grant

Add on

Base Grant

LCAP Gap Closure (billions of dollars)

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Transition Funding	\$2.067	\$4.722	\$5.994	\$2.942	\$1.362	\$2.883
Gap Closure	12.00%	30.16%	52.56%	56.08%	44.97%	100%
COLA	1.57%	0.85%	1.02%	0.00%	1.56%	2.51%
Percent of Target Funded	72%	80%	90%	96%	97%	100%

### Local Control Funding Formula

Revenue	2016-17	2017-18	2018-19	2019-20
Supplemental & Concentration	39,626,451	42,286,781	47,706,878	47,769,507
Base	116,592,517	117,605,722	123,393,162	123,531,622
Total	156,218,968	159,892,503	171,100,040	171,301,129
Target Entitlement	165,287,321	166,325,794	171,100,040	171,301,129

### 2019-20 Local Control Funding Formula

- The State Budget proposes \$2 billion towards LCFF to fund the 3.46% statutory COLA
  - This brings LCFF funding to \$63 billion (up from \$61 billion in 2018-19)
- 2019-20 LCFF growth provides an average increase in per-pupil funding of an estimated \$343 per ADA, or 3.37% (individual results will vary)
  - The lower 3.37% increase takes into consideration that no COLA is provided for Targeted Instructional Improvement Grant, Transportation, or Economic Recovery Target
- Supplemental and concentration grants are calculated based on the percentage of an LEA's enrolled students who are English learners, free and reduced-price meal program eligible, or foster youth – the unduplicated pupil percentage (UPP)

### What's not in the budget – Discretionary Grant Funding

- During the last four years of the economic recovery, school districts have experienced major upward revisions of the current-year Proposition 98 guarantee, providing huge one-time discretionary grants in the following year
  - 2018-19: \$1.1 billion or \$184 per ADA
  - 2017-18: \$877 million or \$147 per ADA

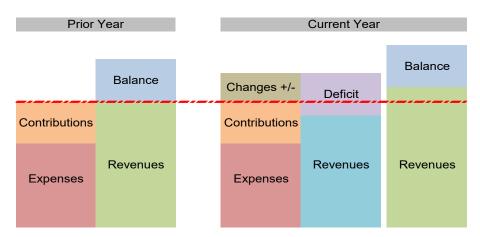
- 2016-17: \$1.3 billion or \$214 per ADA
- 2015-16: \$3.2 billion or \$530 per ADA
- In contrast, the Governor's Budget indicates that Proposition 98 has been revised downward in the current year and therefore no discretionary grant funding is proposed for 2019-20
  - Nor does Governor Newsom use other one-time funds for discretionary grant funding

### Early Care and Education

- One of Governor Newsom's most aggressive budget investments is made in the early care and education sector
- In total, the 2019-20 Budget includes over \$2.4 billion in programs and services to children and families
  - Most are one-time investments
  - Nearly all of them are funded with non-Proposition 98 dollars

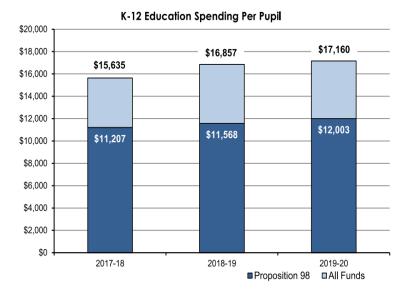
### **Budget Development**

The adopted budget is a plan based on information provided in a specific time period. The plan evolves as the year progresses and the district receives updated information and funding.

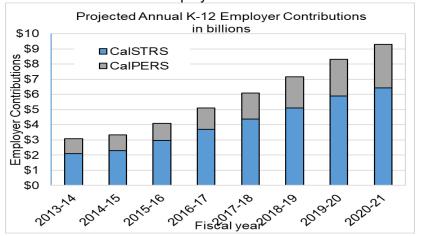


### Budget Development Process & Indicators

- LCFF
- LCAP
- FEDERAL FUNDING (TITLES)
- Attendance & Enrollment decline
- End of Gap funding
- No one-time funds planned
- COLA
- CalPERS & CalSTRS
- Staffing
- Special Education



CalSTRS & CalPERS: Employer Contribution Rates

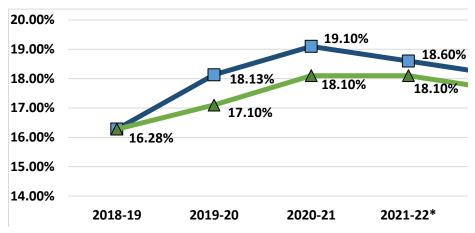


Projected K-12 Employer Contributions as a percentage of payroll

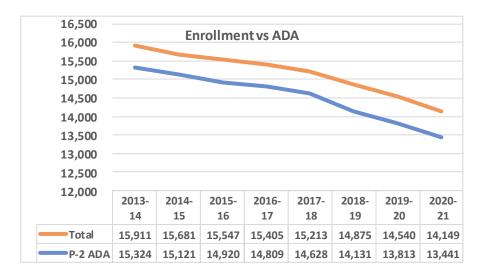
Fiscal Year	CalSTRS	CalPERS
Current Year	14.43	15.531
2018–19	16.28	17.7*
2019–20	18.13	20.0*
2020–21	19.10	22.7*
2021–22	18.10*	23.7*
2022–23	18.10*	24.3*
2023–24	18.10*	24.8*
2024–25	18.10*	25.1*

\* Projected

CalSTRS Employer Contribution Rates – Current Laws vs Governor's Proposal



\*Beginning in 2021-22, the CalSTRS Board has authority to increase/decrease the employer contribution rate (with some restrictions) to fully fund the unfunded liability by 2046



### AB 1200 Oversight Changes

- Under previous laws, the Fiscal Crisis & Management Assistance Team (FCMAT) would only engage districts upon the request of the district or COE
- As a result of changes in the 2018-19 Budget Act, FCMAT will now automatically engage under the following conditions:
  - · Disapproved budget
  - Negative interim report
  - Three consecutive qualified reports
  - Downgrade of interim certification
  - "Lack of going concern" designation
- As part of this engagement, FCMAT <u>may</u> engage in a fiscal health risk analysis
  - Analysis will be coordinated with the COE and is expected to build upon the COE oversight process at no cost to the COE or district

### **Budget Next Steps**

- State level
  - Budget committee hearings
  - Next update May Revision
- Local level

Second Interim report due by March 19, 2019, for school districts

### Contracts and Procurement – Legal Process

Mr. Frutos and Ms. DiPaola provided the Board with information on contracts and the procurement process.

- In accordance with California Education Code 42632 and Governing Board Policy, only authorized individuals appointed by the Governing Board may financially obligate the Paramount Unified School District. The District requires issuance of a signed purchase order or contract to a vendor prior to furnishing any services, equipment or materials.
- PUSD Board Policy: <u>All purchases shall be made by formal contract or purchase orders, or shall be accompanied by a receipt</u>. BP 3310(a)
- To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board. Education Code 17604
- The procurement of supplies, equipment and services necessary for the operation of the District are centralized in the Purchasing Department of the Business Services Division under the direction and supervision of the Director of Purchasing.

**BID PROCESS** 

PIGGIBACK PROCUREMENT

**UNIT PRICING** 

COMMODITY PURCHASING

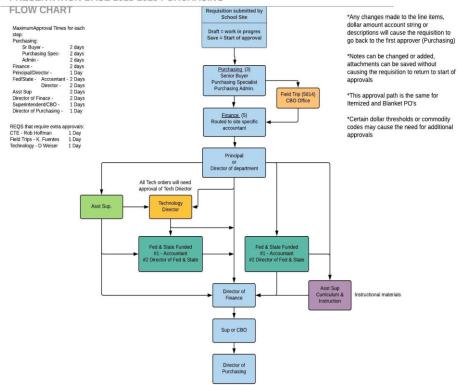


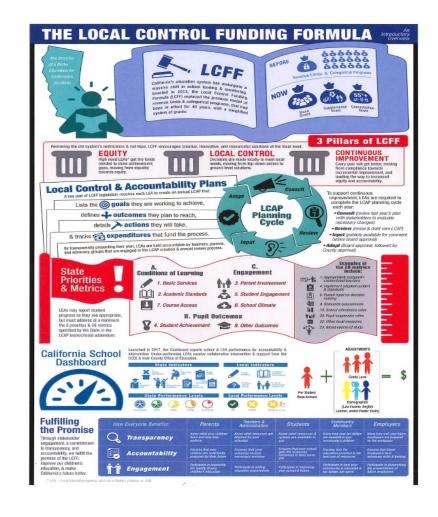
### CONTRACT INFORMATION:

All contracts should contain certain basic information. This information should include but is not limited to the following:

- •The name of the parties.
- The dates or term of the contract.
- The responsibilities and obligations of the parties.
- The terms of payment.
- The procedure for termination of the contract.
- Signature lines for the authorized individuals executing the contract

### PRESENTATION BASE 2018-2019 PURCHASING





<u>ADJOURNMENT</u>	carried 5-0 to adjourn the Study Session meeting of the Board of Education held on February 4, 2019 at 7:36 p.m.		
	Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen		
	Ruth Pérez, Secretary To the Board of Education		
President	-		
Vice President/Clerk	-		

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**BOARD OF EDUCATION** 

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President
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Vice President
SONIA DE LEON
Member
LINDA GARCIA
Member
VIVIAN HANSEN
Member

RUTH PÉREZ District Superintendent

# REGULAR MEETING OF BOARD OF EDUCATION

### MINUTES February 12, 2019

The meeting was called to order at 6:02 p.m. by President Carmen Gomez in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

Pledge of Allegiance Jim Wolff, Director-Technology led the Pledge of Allegiance.

Roll Call Carmen Gomez

Linda Garcia Vivian Hansen

Yesenia Cuarenta

Sonia De Leon

Administrators Present Ruth Pérez, Superintendent

Ruben Frutos, Assistant Superintendent-Business Services Myrna Morales, Assistant Superintendent-Human Resources Debbie Stark, Assistant Superintendent-Educational Services

David Daley, Director-Special Education Cindy DiPaola, Director-Operations

Jessie Flores, Interim Director-Safety & Security Greg Francois, Director-Secondary Education

Renée Jeffrey, Director-K-5 School Support & Innovative Programs

Beatriz Spelker-Levi, Director-Personnel Patricia Tu, Director-Fiscal Services Jim Wolff, Director-Technology

Morrie Kosareff, Principal-Buena Vista High School

Mike Ono, Principal-Paramount High School

Elizabeth Salcido, Principal-Paramount High School-West Campus Alicia Megofna, Asst. Principal-Paramount High School-West Campus

Approve Agenda February 12, 2019

1.59

Trustee Hansen moved, Trustee De Leon seconded and the motion carried 5-0 to approve the agenda of the Regular Meeting of February

12, 2019.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Regular Meeting Minutes

January 14, 2018

1.60

Trustee Garcia moved, Trustee Cuarenta seconded and the motion carried 5-0 to approve the minutes of the Regular Meeting of January 14, 2019.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Special Meeting Minutes January 26, 2019 1.61 Trustee Hansen moved, Trustee De Leon seconded and the motion carried 5-0 to approve the minutes of the Special Meeting of January 26, 2019.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Study Session Meeting Minutes January 29, 2019 1.62 Trustee De Leon moved, Trustee Cuarenta seconded and the motion carried 5-0 to approve the minutes of the Study Session Meeting of January 29, 2019.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

### **REPORTS**

Student Board Representatives Yanet Lopez-Paramount High School, Jaime Lopez-Paramount High School-West, Samantha Avendano -Buena Vista High School, Sakura Ponce-Odyssey STEM Academy and Jazmin Hernandez-Paramount Adult School reported on various activities that have been taking place at their school sites.

Employee Representative Reports

TAP President reported that she hoped everyone is staying dry. She added that we are more than half way into the year. Since the last meeting, teachers have turned in grades, closed the semester and began a new semester. She shared that there are still safety concerns on campuses. TAP is busy and has begun their bargaining survey. She also shared that TAP has interviewed candidates to replace her on the Bargaining table. selected Ardelia Aldridge to replace her on the Bargaining Team and Maureen Melgaard as the alternate. She is happy to share that this year, Maria Parker has been selected as TAP WHO's Who Award recipient. She thanked the Board for their time and attention.

**Board Member Reports** 

Trustee Cuarenta shared that she will be attending Legislative Action Day in Sacramento.

Trustee De Leon commented that she is a firm believer in communicating with teachers, parents and member in the community. She added that a member in the community expressed concern about the Metro and how it will affect the ninth graders and that there is no representation. She commented that as Board member she will try to attend the next meeting to represent members in the community. She thanked the teachers who have called the AQMD and appreciates Mr. Naruko for allowing teachers to email them, communication is vital. She will be attending and Educational Roundtable with Linda Sanchez, a member of Congress. She hopes to discuss issues with funding but also about the contaminated air. She added that we need to reach out to Congress and Senators for their help. She hopes to get great feedback.

Trustee Garcia attended the State of the City which had a wonderful turnout and shared that she went to City Hall to record a video with Mayor Martinez for PEP. She encouraged everyone who knows of senior students to apply for the scholarship. She shared that there will be a Tepic Sister Cities meeting next week on Tuesday and welcomed all to attend and join.

Trustee Gomez attended the Meet & Greet at Paramount High School and over 30 people attended that included Assistant Superintendents, Principals, teachers and classified staff. She heard concerns on air quality at Gaines, lack of communication, transparency amongst school administration and teachers. She added that teachers feel they are not being heard and the student's best interests are being sacrificed. Teachers also feel that there is a need for more resources in the classroom and there are too many directors. She will continue to have meet and greets every month and will be open to all. Her goal is to go to all schools because all concerns will be heard and addressed. That is her promise to the Paramount Unified School District community. She added that they are in this together to make PUSD the best district in town. She commented that her children graduated from Paramount High School and her two grandchildren will attend schools in the District. She added that she was elected by the residents to make a difference and that is her commitment to make a difference in schools.

Trustee Hansen attended the LCAP Committee meeting and are analyzing outcomes and preparing surveys for feedback. She attended the Quartermania event. She attended the State of the City and commented that Dr. Pérez did a great job representing the District. She also attended the Ad Hoc meeting where they received an update on the PEP scholarship and the transit system. She shared that students will receive a pass for the transit system which they can use any time. She also attended the Jackson School basketball fundraiser in which Jackson played against Power 106 and added that it was very fun.

### Superintendent's Report

### Capital Advisors

Mr. Kevin Gordon, Jack O'Connell and Abe Hajelub with Capital Advisors provided the Board with information on the state budget and on term limits.

Mr. Gordon commented that there are key issues that he wanted to underscore. All areas that the state legislature focus on are areas that Capital Advisors go to work for the District. He added that we are very fortunate to have the Speaker of the Assembly in the community. He wants to keep the doors of communication open with the District. He added that the District is also fortunate to have the Education Chair Patrick O'Donnell in the community as well.

Mr. Gordon commented that the Governor delivered the State of the State today and it follows on the introduction of the State budget. He added that the most notable thing is that with the past five or six Governors, not one has been willing to talk openly about the disparity in public schools. We rank 41<sup>st</sup> in the nation on what we spend on students.

Mr. Hajelub added that new funding is largely 3.5% added to the base grant – and if that happens by June. It's an increase in everything. There is no one time money.

State Fiscal & Policy Impacts in Paramount USD

- State budget & fiscal impacts
- Governance protecting Board discretion & local control
- Academic accountability
- Curriculum & instruction
- Statewide litigation & key cases

- Statewide school construction funding
- Management

He added one note of caution and that is that the economy is volatile and recommended the District be conservative. He commented that we need Special Education monies to be flexible and we need to be reimbursed for Special Education costs. For the CALSTRS proposal, the Governor is proposing \$3 billion to help employers with the rising costs of STRS. It frees up operational money.

For school facilities funding, for the last eight years, Governor Brown for fiscal concerns, has not supported statewide bonds. The first governor in his career to not support. Democrats and Republicans have always supported school bonds. Now Governor Newsom comes forward and is all in favor for the money we need at the state level to modernize and build new schools. We believe he will be supporting a bond in 2020 and 2022 that will infuse us with more money to get what ever entitlements we have in the district. This is good news.

Mr. O'Connell added that the bond measure Mr. Gordon is referring to the author of it will most likely be our Assembly member Patrick O'Donell which has introduced legislation. Governor Newsom is increasing staffing for school facilities in the office of public school construction. He has proposed \$1.2 million to help. He is staffing appropriately and getting the money needed to go out to match it.

Three things that are important to know are:

- January Governor's Budget Proposal
- May May Revise is done by the Governor
- June Final Budget will be done

Mr. Gordon, Mr. O'Connell and Mr. Hajelub also presented some information on term limits. Mr. O'Connell shared that the State term limit law was set in 1990. The set term in state assembly is six years and state senate is 8 years cummatively 14 years. Six years ago, the voters revisited as they wanted to provide more flexibility and now it is 12 years cummatively which provides more flexibility to the folks in Sacramento.

At the Governing Board level, it is up to the Governing Board to set term limits as it has the statutory authority. The first step is to agree as a Board. He added that just recently in November, New Port, Palo Alto and San Diego set term limits. One model was that of Palo Alto which is set to two terms and they exit for one term before they can run again. Another district set theirs to four terms and they cannot run again. You set your own limits. The presidential term limit is a two-term limit.

Mr. Gordon shared that the entity the District would need to work with is the Los Angeles County Registrar Recorders Office. He added that there is almost no opposition and the likelihood of it being passed is high. He asked for cost estimate and he is expecting to receive that information tomorrow.

The cost of Palo Alto's was approximately \$100,000 in total. The District will need to obtain legal advise and assistance with preparing language and resolutions. If the District calls for a consolidation, it will be less expensive and a special election will be more expensive as the

District will need to shelter the costs.

President Gomez asked for a consensus of the Board to direct the Superintendent to gather the information and costs on term limits and to bring back to the Board as an information item. The Board came to a consensus and directed the Superintendent to bring forward the information and costs on term limits as an information item to the next meeting or meeting thereafter.

Dr. Pérez shared that she had the honor of presenting at the State of the City the State of the District which was recorded and will be made available for those who were not able to be present.

### Low Performing Students Block Grant and Plan

Dr. Renée Jeffrey, Director-K-5 Instruction & Innovative Support provided the Board with information on the Low Performing Students Block Grant and Plan.

### What is the Low Performing Students Block Grant?

The Low Performing Students Block Grant (LPSBG) is a new state grant designed to support low-performing students who are not identified for supplemental grant funding under the local control funding formula or eligible for special education services.

### Funding Criteria

- Student who
  - \*are not included in unduplicated pupil groups (low-income, foster youth, English learners)
  - \* are not identified for special education services
- Students who scored
  - \* level 1 in ELA and mathematics on the most recent CAASPP assessments
  - \*level 1 in one area and level 2 in the other on the most recent CAASPP assessment
  - \*level 1 in one are or did not have a valid score in the other area on the most recent CAASPP assessment.

### Funding through LPSBG

- Funding for PUSD based on 71 students (district wide).
- Funding based on CAASPP scores from 2016-2017.
- Amount of funding for PUSD \$140,298.
- Funding available through 2020-2021.
- Ongoing funding to be determined.

### Requirements for LPSBG

- Develop a plan
- School Board discussion and approval
- Reports submitted to State
  - Outline of plan
  - · Report of outcomes

### Requirements of LPSBG Plan

- Evidence-based services to improve academic achievement.
- Measurement of effectiveness.
- Alignment with LCAP.

### PUSD Plan for LPSBG

- Students identified across district.
- Spirit of grant support low-performing students.
- Effective use of funds concentrate on need at one school identified as high need.
- Increase literacy as early as possible.

To provide early intervention in literacy to assure all students read at grade level and the plan provides a Reading Intervention Teacher for Collins School.

Trustee Garcia asked if Collins School had the highest numbers of students? Dr. Jeffrey shared that students who met the criteria for this grant are spread across the entire District with a few students at each school.

Vice President Cuarenta commented that she was made aware that Mark Keppel is a lower performing school and asked why Keppel was not included? Dr. Jeffrey shared that Keppel School currently has a Reading Intervention Teacher. An Intervention teacher will provide much needed support for students who are reading below grade level at Collins, which does not currently have this important resource.

President Gomez asked what happens to all the 71 students, will they all get help? Dr. Jeffrey shared that there is a Reading Intervention teacher at most elementary schools; in addition, schools provide site based interventions during the school day and after school.

Trustee Garcia asked if the money can only be spent at one site? Dr. Jeffrey commented that funds are intended to be spent on low performing students; districts may choose to use them at one site.

Trustee Hansen asked if we know if funding will continue? Dr. Jeffrey shared that funds are allocated this year and can be carried over to the 2019-20 school year. Although it is uncertain if these funds will be on going after 2019-20, we will look at the results of the intervention at Collins as we review LCAP actions and services to decide if this service should be written into the LCAP in the future.

President Gomez asked, excluding 11<sup>th</sup> graders, 3<sup>rd</sup>-8<sup>th</sup> graders have they been tested to see if scores are higher? Dr. Jeffrey shared that it is difficult to to identify the students who generated these funds since the state used test scores from two years ago. PUSD'S Research Department identified 72 current students across the District who met the same criteria. The grant is designed to support students who are not identified for supplemental funding through the LCAP. These funds will provide one more layer of support for students reading below grade level at a high needs school.

### Presentation Annual Report on Audit Financial Statements

Mr. Ruben Frutos, Assistant Superintendent -Business Services shared with the Board that the annual audit would be presented to the Board and added that it is also required to be presented to LACOE by Ed Code but also to District partners, Mr. Frutos introduced Ms. Linda Saddlemire, Principal for the auditing firm which will be explaining a little more on the audit conducted by her firm.

Ms. Saddlemire commented that this is the last step in closing 2017-18.

Audit is required by Ed Code 41020 on an annual basis. The firm conducting the audit must be independent, meaning they can provide the District an independent and objective opinion. She added that unaudited actuals are due September 15 and these are the financials used to conduct the audit and the final audit is due by December 15 and, must be approved by the State Controller and that process is in place now and has been submitted to the State for approval. Many standards are used including governing auditing standards, accounting principles, governing accounting principles, state compliance rules, and finally federal requirements. Most all of the team conducting the audit are CPAs. The team included herself, Priscilla Flores and Jeff Volpe to do the audit and takes hundreds of hours. Most all of the team are CPAs all of the work is reviewed by a Natural Assurance team. CPAs modified opinion, adverse opinion, disclaimer give four opinions: opinion and unmodified opinion. The District received the unmodified opinion, which is the optimum opinion.

Ms. Saddlemire pointed out that it is important to read the management's discussion and analysis and noted that it is important to understand the statement of net position on pages 2 and 3 and fund statements on pages 4-12. She added that there are 36 pages of disclosures that describes what kind of accounting policies the District is following. Ms. Saddlemire added that General Fund trends are very important to understand. The District has not experienced any negative trends. The District also shows that it is maintaining its 3% reserve level. The District did not have any adjustments needed, did not have any findings or recommendations. She thanked Mr. Frutos and his team and the school sites as well. Trustee Hansen thanked Mr. Frutos and his team, Mr. Frutos thanked Patricia Tu, Director of Fiscal Services and Dr. Pérez also thanked Mr. Frutos for his leadership of the division and thanked the firm for working with the District.

### Air Quality Update:

Mr. Ruben Frutos provided an update and shared that they met with colleagues from Gaines School including Classified. The filter modification work at Gaines Elementary is well underway, with all the necessary sheet metal work to accommodate the new filters completed. The District has ordered the Merv 16 filters, and we are ready to install them when they arrive, which the vendor has estimated will be within two weeks. There is only one company IQ who makes them which is also the company that was recommended by AQMD.

### Metro Rail System

Mr. Ruben Frutos commented that the Metro Light Rail project continues to move forward with funding from Measure M. The project plans to begin construction in 2022, and there continues to be a planned station in the corner of Paramount Blvd. and Rosecrans Ave. We know that three stations have been canceled. The West Santa Ana Branch is a rail right-of-way (ROW) formerly used by the Pacific Electric's (PE) Santa Ana route in Los Angeles County and Orange County. The Los Angeles County Metropolitan Transportation Authority (Metro) now owns the part of the ROW in Los Angeles County, and the Orange County Transportation Authority (OCTA) owns the part of the ROW in Orange County.

Mr. Frutos added that he attends the planning meetings as those are the meetings with technical perspective. The community meetings are typically informational. Mr. Frutos will continue to attend the Planning meetings.

### Cerritos Complete

Dr. Pérez shared that a Board member brought to her attention wonderful information about Cerritos Complete. Cerritos Complete support students complete their education once they are there and it is a wonderful program. Dr. Pérez invited Dr. Ryan Smith to provide more information on Cerritos Complete.

Dr. Ryan Smith shared that the UC and CSU recently updated college admissions data and recently made public. We have hit an all time high of the number of students being accepted to the UC and CSU systems. Information shows that 100 or so of our students were accepted to a UC system and these students average GPA was 3.9. Five years ago, there were a little over 200 students accepted into the CSU system with the class of 2018 acceptance number was 434 and the average GPA was 3.3.

Only a few districts participate in Cerritos Complete and Paramount and Norwalk La Mirada and a few others do. Cerritos College is 1 of 13 colleges in the state that guarantee two years of tuition free to complete the program. We are in our fourth year in the program. He added that we have had a steady increase in the number of students who participate in Cerritos Complete and we now have 90 students in the program. There is criteria you have to meet and we have a steady growth. Trustee Hansen asked if we have any numbers from Long Beach City College. Dr. Smith indicated he does not have it at hand but will provide via a Board Update. Trustee Hansen asked if the new program at Cerritos College will benefit Paramount students. Trustee Gomez asked if there is anything we can do for students in Cerritos like if they go to Compton they are guaranteed to transfer to UC Irvine, is there anything we can do with Cerritos that would guarantee to transfer to Cal State Dominguez or any other University? Dr. Smith indicated that we would need to talk to Cerritos administration and they would need to take the lead. Trustee Garcia asked if it had been mentioned previously that Dominguez was out of our area? Dr. Smith replied that technically yes. Trustee Hansen asked if anyone had attended the Cerritos College this morning at 10:00 a.m.? Dr. Perez commented that it was a press release and a last minute invitation had been received the previous day.

Dr. Pérez shared that action item 3.4-A on the agenda and hopefully the Board will approve, is for four students who are asked to produce a promotional video for HOAG Charity Sports event which is a major Golf Tournament. Last year, four of our students participated through internship and they were behind the lines, following the golfers and taking pictures, it was a very unique experience. Dr. Smith began the video for the Board and audience to see.

Dr. Smith added that we are very proud and we hope to continue to have our students participate.

Dr. Pérez continued with her Superintendent's report and shared that at the last Board meeting, a community resident shared a desire/concern about the level of emotional support programs we have in our District. Dr. Pérez communicated with the parent and added that our District has worked very hard to provide opportunities for our students. We have counselors at all K-5 schools, there are two counselors at the middle school level and the high schools have a team and last she counted there were 11, six Behavior Support Specialists for middle schools and select elementary schools and seven Social Workers. In addition, the District has used Safe and Civil Schools, which is nationally recognized program that all our principals and teachers are trained on strategies to promote positive student behaviors. Just this morning, she was joined by a San Diego Superintendent who had a desire to visit a school to see Safe and Civil and they visited Jackson School. Two students a fifth and eighth grader led the visit. We have also provided training to teachers in the middle and high schools in Restorative Practices which focuses on positive relationships between students. These efforts are paying off and we know that because we look at data. There has been a decline in the number of students who are suspended for misbehavior. We have a training on February 23rd on Youth Mental Health and it's open to parents as well. Last year over 200 employees attended. It is open to anyone who comes in connection with students. It takes training to recognize ques and signs when a child is emotional distraught and is suicidal. It will take place at Paramount High School.

Additionally, arts in the K-5 was questioned and Dr. Pérez shared that K-2 students participate in art lessons from trained staff. They make pictures in the style of well-known artists such and Van Gogh and Picasso. Students in K-5 participate in choral music lessons, taught by a special music teacher, students in grade 4 learn to play the recorder. 4<sup>th</sup> and 5<sup>th</sup> grade students at each of the 11 schools can participate in the Harmony Project. This after school program teaches students to play a musical instrument, taught by a professional musician. This is a voluntary program for all interested students. We are also doing a study on the impact on math scores. Research shows that students who can read music also helps them understand math concepts. The District puts on a District-wide, K-12 music program each spring. In addition, some schools plan musical theater presentations, integrating art, theater and music at their own sites.

There was also an inquiry on school nurses. Every school employs a Student Health Office Technician who sees students who have routine medical needs, including accidents, and illness. In addition, the District has four certified school nurses who support all schools, they support students who require specific medical services and respond to emergency situations related to medical needs for students and staff. The District also contracts each year with medical consultants who provide preventative health screenings. Additional health services are provided through a partnership with Vision to Learn. By the end of this school year, all PUSD students will have received free eye screening and more than 2,000 free glasses have been given to students.

Dr. Pérez was happy to share that starting tomorrow, the District is providing a breath mobile clinic to parents of elementary age students who suffer from asthma, allergies and/or bronchitis. This partnership with USC Medical Center and LAC will treat students for free. We know that 20 families have already signed up.

There was also an inquiry about GATE services. PUSD identifies students who qualify for GATE beginning in 3<sup>rd</sup> grade. Students are assigned to a class with a cluster of GATE students, receiving

instruction from a teacher who has been trained in how to differentiate instruction for high achieving students. In addition, each school offers enrichment activities for GATE students, which may include special assemblies and Saturday events. GATE students in middle schools can participate in accelerated math classes which lead to Algebra 1 in eighth grade as well as extra-curricular activities. Middle schools offer elective courses in engineering, including robotics, web design, app. creation and architecture. In high school, they can enroll in honors or advanced placement classes, earning college credit while in high school.

Another inquiry was about Technology. The District is in the second year of its three-year 1-1 Chromebook initiative. The initiative will provide Chromebooks to all students in grades 3-12 when finished. Currently, students in grades 3, 4, 8, 9, 10 and 11 have Chromebooks, as well as all students at Jackson School and Buena Vista. In addition, every school has at least one computer lab, Chromebook/laptop carts, or iPads that are accessible to students and teachers in every grade level.

# BOARD MEETING CALENDAR

1.63

President Gomez shared that she has a request from a Board member to begin the Study Session meetings time to 6:00 p.m. Trustee Hansen asked if it was a change to the time for all Study Sessions. It was communicated that it would be for all Study Sessions.

Trustee Garcia motioned, Trustee Hansen seconded and the motion carried 5-0 to change the time of Board Study Sessions from 5:30 p.m. to 6:00 p.m.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

President Gomez shared that she has another request from a Board member to have the Board agenda provided at least five days prior to a Board meeting instead of the 72 hours. Trustee Hansen asked what does that do for preparation. Dr. Pérez shared that it would mean that preparation would be earlier to two weeks before a meeting and change Cabinet meeting dates. Dr. Pérez added that she would rather change the preparation calendar and not the Board meeting dates as those have already been established and calendared. Staff can be prepared to make the changes for the March meeting. Trustee Hansen asked if they would get the agendas on Thursday? Dr. Pérez said they would receive on Wednesday. Trustee Hansen added that she felt five days was a long time. Trustee De Leon commented that on the contrary as a new Board member it would be sufficient time. President Gomez commented that as a new member they have a lot to read and want to understand and given the extra day would help them. Vice President Cuarenta concurred and said that we teach our students and prepare them and we want to ensure that they are successful and as a new school Board member she feels as a student and she wants to be prepared to come here and discuss the items. Trustee Hansen asked if what we are saying is that staff is prepared to make the change? Dr. Pérez said ves.

President Gomez asked if she had a consensus to make this change and direct the Superintendent to adjust the Cabinet schedule to provide the request. The Board came to a consensus to make this change. President Gomez further directed Dr. Pérez to make the change on the bylaws to reflect the new change. President Gomez also commented that if a Board member had any questions to be answered that they please forward them to her as President by Mondays at 10:00 a.m. and she would forward to Dr. Pérez to answer by 4:00 p.m.

### **HEARING SECTION**

During the public hearing section the following community members addressed the Board:

Gerald Cerda thanked the Board and the Sheriff Deputy for disarming the student that had a weapon on campus; he wanted to thank everyone for that.

Mr. Cerda has seen the construction at Wirtz Elementary since last year. Work has been done on the electrical, upgrading some bolts, panels, windows, air ducts, and remodeling of the kitchen area. Wants to see if the Division of the State Architect is involve with this for inspections, so that they are done right and we have a final product that meets the code. He would like to see the same inspection be done at Gaines, since work is being done there too; so that the environment of the students is a safe one. Mr. Cerda knows that about a year and a half ago, there was some work done at an elementary that caused the mentioning of smells that were brought up, because of the insulation, which is asbestos or fiberglass, he thinks that it was proven fiberglass on furniture. It would be nice for the proper inspectors to go out there and give a final inspection.

Mr. Cerda knows that there has been a lot of good information, it is moving quickly. He applauds everybody to move Paramount Unified School District forward. It would be nice if the District would put information on the website when there is going to be counseling or any other training that the stakeholders or residents are also welcome to participate to understand. In addition, he would like not to give up on students that are arrested. He know that those students are known as the "ten percent" if there is issues in the population that there is going to be challenges for them. Giving them should not be an option, so that they get an education and get their GED or diplomas.

Teodora Rios called the District last month, because she continues to see the struggles with parent involvement and having participation with the District and the schools. She asked with the LCAP who does the determination of the selection of parents and how many years they are able to serve. She was about limit; there is no limit on parents representing parents; that is for the LCAP Committee and the same thing with the Parent Advisory Committee. At the school sites, there is a limit of two or three years. The parents are voted and parents decide who stays. She feels that if we are asking the schools to do it, we should be doing the same thing at District level. Ms. Rios could not get the name of who was the person representing the parents at the District; she could not get a name. This should be public, because they are representing her children, her home, she could not get an answer. If she can get support with that and figure out how we can improve that and how we can get more parents involved, that would help with the communication.

### CONSENT ITEMS

0.64

Trustee Hansen motioned, Trustee Garcia seconded and the motion

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

carried 5-0 to approve the consent items.

### **Human Resources**

Personnel Report

18-10 2.64 Accepted Personnel Report 18-10, 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 3.64

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

3.64

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

Professional Activities Report 18-05

3.64

Approved the out-of-state conference request for CTE Entrepreneurship teacher from Buena Vista to attend the annual INCubatoredu training at the INC Professional Development National Summit on July 15-17, 2019 in Chicago, Illinois.

Professional Activities Report 18-06

3.64

Approved the out-of-state conference request for the CTE Civil Engineering and Architecture teacher to attend the required Project Lead the Way training on July 8<sup>th</sup> through the 19<sup>th</sup>, 2019 in Minneapolis, Minnesota.

### **Business Services**

Purchase Order Report 18-10

4.64

Approved Purchase Order Report 18-10 authorizing the purchase of supplies, equipment, and services for the District.

Warrants for the Month of January 2019

4.64

Approve warrants for all funds through January with a total of \$16,679,977.48

Acceptance of Donations 4.64

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.

Professional Activities Report 18-07

4.64

Approve the Professional Activities Report 18-07 for three Maintenance and Operations staff, one lead electrician and two electricians to attend TCS BASYS installer and service training in Middleton, Wisconsin March 4-8, 2019.

### **ACTION ITEMS**

Public Hearing on the July 1, 2017 through June 30, 2020 Successor Contract Agreement Between the Paramount Unified School District and California School Trustee Garcia moved, Trustee Cuarenta seconded, and the motion carried 5-0 to conduct a public hearing on the July 1, 2017 through June 30, 2020 successor contract agreement between the Paramount Unified School District and California School Employees Association, Chapter 447.

Employees Association, Chapter 447 2.65 Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

There were no speakers during the hearing section.

Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to close the public hearing on the July 1, 2017 through June 30, 2020 successor contract agreement between the Paramount Unified School District and California School Employees Association, Chapter 447.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Approval of the July 1, 2017 through June 30, 2020 Successor Contract Agreement Between the Paramount Unified School District and California School Employees Association, Chapter 447 2.66

Trustee Hansen moved, Trustee Cuarenta seconded, and the motion carried 5-0 to Approve the successor contract agreement for July 1, 2017 through June 30, 2020 between the Paramount Unified School District and California School Employees Association, Chapter 447.

Trustee Hansen asked President Gomez to please ask the Board for questions/comments before taking a vote.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

### **Educational Services**

Nonpublic School Placement for Special Education Students for 2018-19 3.67 Trustee Garcia moved, Trustee Cuarenta 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 Cuarenta, De Leon, Garcia, Gomez, Hansen

Revised Board Policy 6174 – Education for English Learners

3.68

Trustee De Leon moved, Trustee Garcia seconded the motion.

Trustee De Leon referenced the first paragraph on page 74 and commented that she is not clear how we will encourage parents, she sees it a vague? Dr. Pérez replied that there are other sections that address that and in this case because it has to do with the education of English Language Learners, the state requires that each school have an ELPAC committee of Parents. These parents represent the English Learners at their schools. The ELPAC has a President and Vice President and the President becomes a member of DELAC which is the District level representation. Dr. Jeffrey shared that when DELAC meets, there are requirements that need to be fulfilled and part of it is parent involvement and the language learner programs and they meet several time per year. Trustee De Leon asked how are people being She sees flyers come home but some parents may not understand or have background information to understand completely. can be vague and parents may not understand completely. How do you engage people? Dr. Jeffrey added that each school's ELAC representative attends the DELAC meetings. DELAC representatives bring back information to the schools' ELAC and it is their duty to talk about how we are engaging our parents and what else can be done. It is back and forth communication between District representative and the schools. She also added that there is ongoing communication on how we can raise the level of parent participation.

Trustee Hansen asked if the information can be added to the website? Dr. Jeffrey share that her staff was recently trained on how to upload

information onto the website. Trustee Cuarenta added that she was able to see first hand how the District is engaging parents as she recently attended a Latino Literacy event and was spoke with an employee who shared with her how parents are begin engaged and said that it may be subtle but it is being done. Dr. Pérez added that a great example of engaging parents is the PIQE and FACTOR Trustee De Leon added that both she and her husband participated in PIQE and it is a wonderful program and what she heard from the community is that it is a great way to bridge the connection with schools. Parents want to participate but some are not able to because they work. She added that we need to look at demographics to see if it is feasible to have meetings at night. Trustee Hansen commented that both PIQE and FACTOR were at held at night. Dr. Pérez added that she will speak with Principals and encourage to look to see if he meetings can be held at a time when the majority of parents can attend.

The motion carried 5-0 accept for second reading and adoption proposed revised Board Policy 6174 – <u>Education for English Learners</u> which reflects current State requirements.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Low Performing Student Block Grant and Plan 3.69 Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to approve the Low Performing Students Block Grant plan for Paramount Unified School District and accept the apportionment in the amount of \$140,298 to be used to increase evidence-based services for identified students.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Memorandum of Understanding with Hoag Charity Sports 3.70 Trustee Hansen moved. Trustee De Leon seconded and the motion.

Trustee Garcia asked who picks the students who will participate? Dr. Smith shared that the Media Arts teachers identify which students will be the best candidates as there are limited number of spots.

The motion carried 5-0 to approve the Memorandum of Understanding with Hoag Charity Sports for the 2018-19 school year.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Affiliation Agreement with Undergrad Prep, Inc. 3.71

Trustee De Leon moved, Trustee Cuarenta seconded, and the motion carried 5-0 to approve the Affiliation Agreement with Undergrad Prep, Inc. for the 2018-19 school year.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Memorandum of Understanding with Kaiser Permanente 3.72 Trustee Garcia moved, Trustee De Leon seconded, and the motion carried 5-0 to approve the Memorandum of Understanding with Kaiser Permanente for the Youth Work Preparation Certificate Program during the 2018-19 school year.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Renaming Advanced Placement Course: AP Studio Art: Drawing 3.73 Trustee Cuarenta moved, Trustee Hansen seconded the motion and the motion carried 5-0 to approve the renaming of the Advanced Placement course: AP Studio Art: Drawing.

2-12-19

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

### **Business Services**

2018-19 Budget Adjustments as of January 31, 2019 4.74

Trustee Garcia moved, Trustee Hansen seconded, and the motion carried 4-1 to approve the 2018-19 Budget Adjustments for the General Funds, Unrestricted and Restricted, Adult Education Fund, Cafeteria Fund, Deferred Maintenance Fund, and Building Fund Measure I.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

2017-2018 Annual Audit 4.75

Trustee De Leon moved, Trustee Curenta seconded, and the motion carried 5-0 to accept the District's annual audit report for the 2017-2018 school year submitted under separate cover.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Notices of Completion – Field Service Contracts 4.76

Trustee De Leon moved, Trustee Garcia seconded, and the motion carried 5-0 to accept as completed the Field Service Contracts for exterior painting of Gaines and Los Cerritos, installation of acrylic roof coating system at warehouse and garage, replace auditorium roof at PHS West, remodel kitchen at Wirtz, repair multipurpose room at Wirtz, electrical maintenance and repairs at Collins, utilities upgrade electrical services at Wirtz, electrical maintenance and repairs at Lincoln, Phase I projects at Odyssey, and network cabling 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.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Authorization for Procurement of Copier Equipment, Approval of Lease-Purchase Agreement for Copier Equipment, and Approval of change to Managed Services Contract 4.77 Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 4-1 to authorize and approve the procurement of the Kodak Digimaster HD 150 from RICOH USA, Inc. through a bid procured by National Association of Purchasing Officials (NASPO) under the Western States Contracting Alliance (WSCA) Master Agreement No. 3091 PA 7-15-70-25. Approve the lease-purchase agreement with De Lage Landen Public Finance LLC. Approve modification to the current managed services agreement with Ricoh Corporation for the replacement of equipment and authorize the Superintendent or designee to execute all necessary documents.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

In-Service Training Agreement with MGM Associates, Inc. 4.78 Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to ratify the In-service Training Customer Service Agreement with MGM Associates, Inc.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

### **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**

Revised Administrative Regulation 5121 – Grades/Evaluation of Student The Board received as information Administrative Regulation 5121 – <u>Grades/Evaluation of Student Achievement</u> which was revised to align

### Achievement

with recent changes in Education Code.

AB 288 Agreement with Compton College

The Board received as information the AB 288 Agreement with Compton College to begin a pathway for students to earn an Associate's Degree in Administration of Justice by the time of graduation. The pathway with a cohort of 20-30 9<sup>th</sup> grade students will begin in the 2019-20 school year if approved.

Trustee Hansen asked if this item would be coming back for Board action at the next Board meeting? Dr. Smith shared that it would be brought back to the next meeting for the Board to approve.

### **Business Services**

Monthly Financial Statements, January 2019

The Board received as information in J-200 format a Financial Statement for each fund for the months of July 2018 to January 2019.

Monthly Financial Statements, January 2019 – Special Education The Board received as information in J-200 format a Financial Statement for Special Education for the months of July 2018 to January 2019.

Monthly Financial Statements, January 2019 – Self-Insurance Fund – Health and Welfare The Board received as information in J-200 format a Financial Statement for the Self-Insurance Fund – Health and Welfare for the months of July 2018 to January 2019.

Average Daily Attendance Summary Report Through February 12, 2019 and the Fifth Monthly School Enrollment Report The Board received as information the monthly school attendance reports for 2018-19

### **ANNOUNCEMENTS**

President Gomez reported that the next Study Session Meeting Wednesday, February 20, 2019, 6:00 p.m. in the Boardroom of the District Office and next Regular Meeting is Monday, March 11, 2019, 6:00 p.m. in the 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 8:29 p.m. to discuss Conference with Labor Negotiator and Public Employee Discipline/Dismissal/Release.

### **OPEN SESSION**

The Board reconvened to Regular Session at 10:23 p.m. President Hansen reported that they discussed Conference with Labor Negotiator and Public Employee Discipline/Dismissal/Release.

The following action was taken in Closed Session:

2.79

Trustee Hansen moved, Trustee Garcia seconded and the motion carried 5-0 to exercise its authority to appoint a hearing officer to hear a classified employee's disciplinary appeal, and further delegated its authority to select the hearing office to the Superintendent or her designee.

Ayes: 5 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

<u>ADJOURNMENT</u>	Trustee Hansen moved, Trustee Garcia seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on February 12, 2019 at 10:25 p.m.						
	Ayes:	5 – Trustees (	Cuarenta	, De Le	on, Garcia,	Gome	z, Hansen
	Ruth Pérez, To the Board	Secretary d of Education	_				
President							

Vice President/Clerk

### Paramount Unified School District



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

BOARD OF EDUCATION

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Member
LINDA GARCIA
Member
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RUTH PÉREZ District Superintendent

Member

# STUDY SESSION OF BOARD OF EDUCATION

### MINUTES February 20, 2019

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

Pledge of Allegiance Ruben Frutos, Assistant Superintendent-Business Services led the

pledge of allegiance.

Roll Call Trustee Carmen Gomez Trustee Linda Garcia
Trustee Yesenia Cuarenta Trustee Vivian Hansen

Trustee Yesenia Cuarenta Trustee Sonia De Leon

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

Renee Jeffrey, Director-K-5 Support & Innovative Programs

Jessie Flores, Interim Director-Safety & Security Elida Garcia, Director-Early Childhood Education

Jim Wolff, Director-Technology

Approve Study Session Agenda February 20, 2019

1.80

Trustee Hansen moved, Trustee De Leon seconded and the motion carried 5-0 to approve the agenda of the Study Session of February 20, 2019.

Ayes: 5– Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

**HEARING SECTION** There were no speakers during the Hearing Section.

**General Services** 

**New Board Member** 

Orientation

Dr. Deborah Stark and K-8 Educational Services Directors David Daley, Renee Jeffrey and Elida Garcia presented the Board with information

relating to the Educational Services department.

Dr. Stark shared that she likes to start her presentations with what is

our why? Dr. Stark shared with the Board a picture of a transitional class in the District and added that everything we do, we do to make things better for them, the students.

Dr. Stark shared that responsibilities and focus areas for K-8 Educational Services will be reviewed and will outline how services are deployed to support elementary and middle schools.

### Support and Supervision for Schools

The purpose for K-8 Educational Services is to support, provide resources and supervise the District's eleven elementary and four middle schools. Educational Services is distributed among two departments: K-8 and High School. K-8 Educational Services is responsible for all elementary schools, all middle schools, K-8 Curriculum, professional development, Special Education, Early Childhood Education, Office of Support and Innovative Programs and LCAP.

How is support provided to schools?

- Professional development for principals and leadership teams
- School cohort visits
- Supervision and evaluation process
- Allocation of resources to schools

### How are schools monitored?

- Principals set goals
- Monitor schools through data
- Evaluations based on goals, progress and visits
- Principals visit each other's schools

### K-8 Curriculum and Professional Development

- Provide *high quality professional development* on academic initiatives for teachers, academic coaches, and principals.
- Provide on-site support with coaching, feedback and collaborative teaching.
- Develop curriculum guides and assessments.
- Facilitate the adoption of new textbooks and instructional materials.

### How do we plan professional development?

PUSD has a long-standing commitment to providing professional learning experiences for teachers, principals and support staff that:

- Are on-going throughout the year
- Are focused on teachers' and principals' work
- Include collaboration and time to plan how it will be applied.
- Lead to actions that impact students.

### How are topics for professional development determined?

- Through the Strategic Plan
- New content coming from the state
- Feedback from teachers

### Professional Development in Action

- Eight curriculum specialists provide professional development for grades TK-8 in Language Arts, ELD, math, science, social studies, AVID, Safe and Civil Schools and the arts.
- Majority of the professional development is planned and presented by Curriculum Specialists.
- At times there is a need for consultants with specific expertise; staff collaborate with consultants to assure services meet district needs.

David Daley, Director-Special Education shared the following:

- The Special Education Office exists to provide high quality programs to support students with special needs that prepare them to be successful in school and beyond.
- PUSD enrolls 1,872 students with IEPs; or about 11% of total enrollment.
- PUSD partners with LACOE to serve students with special needs that are low incidence: Deaf/Hard of Hearing, Visual Impairment, infant programs.

PUSD offers a continuum of services for students with special needs:

- Instructional programs include RSP, Special Day Classes, offered in grades Preschool through Adult Transition (ages 3-22)
- Ancillary services include Speech/Language, Adapted PE, Occupational Therapy, Medical Needs, Visual and Hearing Impairments, Counseling/Mental Health Services.

### Key Special Education Staff

Position	Key Responsibilities
Director: David Daley	Oversee personnel, programs, compliance and budgets.
<ul> <li>Program Administrators (2)</li> </ul>	Provide program support to schools, representation at Due Process hearings, supervision of personnel.
<ul><li>Program Specialists (5)</li></ul>	Support IEP teams, professional development, and curriculum.
<ul> <li>Psychologists (14)</li> <li>Speech and Language Specialists (District and contracted)</li> <li>Adapted PE Teachers (3)</li> <li>Nurses (4)</li> <li>Occupational Therapist (2)</li> </ul>	Provide direct services for students with disabilities.

Dr. Elida Garcia, Director-Early Childhood Education shared the following:

- Early Childhood Education (ECE) provides early learning experiences for children so they begin school with the learning, language and social skills that prepare them for success in kindergarten.
- 400 students are served at seven school sites.

### Kev ECE Staff:

Position	Key Responsibilities
Director: Elida     Garcia	Oversee preschool and Transitional Kindergarten (TK) program implementation, state compliance, fiscal management, and personnel.
ECE/TK     Literacy/Math     Coach	Provide professional development, curriculum development, and classroom observations to preschool and TK classrooms.
<ul> <li>Preschool Teachers (9)</li> <li>Instructional Assistants (40)</li> </ul>	Deliver instruction, supervision, and foster family engagement for preschool students.

Dr. Renee Jeffrey, Director-K-5 Support & Innovative Programs shared the following:

The Office of Support and Innovative Programs provides support to make sure schools are prepared to implement quality programs and are compliant with state and federal requirements. Programs include:

- AVID in elementary and middle schools
- Visual and Performing Arts
- Parent engagement
- Safe and Civil Schools implementation
- School Libraries
- Gifted and Talented Education (GATE)
- Federal funding and compliance (Title I, II, III)

### Key Staff:

Position	Key Responsibilities
Director: Renee Jeffrey	Implement and support special projects: AVID, GATE, VAPA, Harmony Project, CHAMPS, summer school. Oversee and monitor all federally funded programs. Support LCAP process.
Curriculum Specialists - (2)	Provide professional development, curriculum development, and classroom support for AVID, CHAMPS, GATE, and VAPA.

### LCAP Responsibilities

K-8 Educational Services is responsible for the LCAP, including:

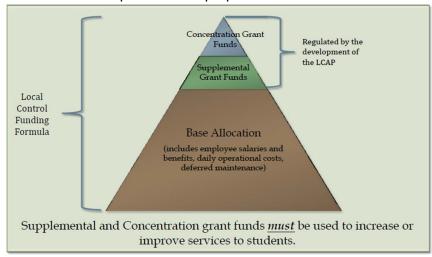
- Plan and lead committees.
- Update the plan each year.
- Submit the plan for Board approval and LACOE approval.
- Complete required reports on implementation progress.

President Gomez asked if cohort visits are just once per year? Dr. Stark shared that each principal will visit three schools per year. President Gomez also asked if there has been a thought to visit each site twice a year? Dr. Stark commented that when they first began it was two times per year.

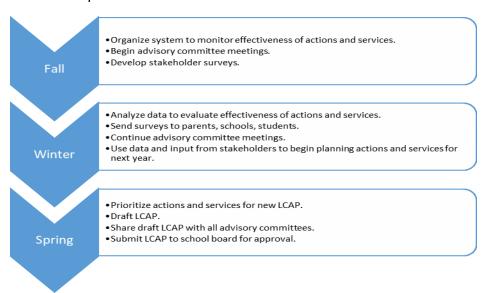
### Overview of PUSD's Local Control and Accountability Plan (LCAP)

- Dr. Deborah Stark shared with the Board that the outcomes for the presentation are:
  - Review the purpose and history of the LCAP and Local Control Funding Formula (LCFF).
  - Outline the process to create and update the LCAP, including how input is gathered and used.
  - Describe the required components of the LCAP.
  - Highlight key services being implemented as the result of LCAP and their impact.

### What are the components and purpose of LCFF?



### What is the process?



What does PUSD use to update the LCAP each year?

- Input from Stakeholder Groups
  - District English Language Advisory Committee (DELAC)
  - English Learner Parent Advisory Committee (EL PAC)
  - Parent Advisory Committee (PAC)
  - LCAP Committee

- Information Gained from SurveysMultiple Sources of DataStakeholder Groups

	Composition	Meetings
DELAC/E LPAC	Composed of majority of parents of English Learner (EL) students. Two parents per site.	October 30 December 6 January 17 February 28 April 11 May 9 May 30
PAC	Composed of majority of parents of EL students, low-income and foster youth. One parent representative per site.	November 16 February 1 March 29 May 24
LCAP	Representation of all district departments, schools/grade spans, parents; total of 40 participants.	October 24 November 28 January 23 February 26 March 20 April 24 May 7

	LCAP Members	
Teachers	Missy Bergman – Mokler Helena Chun – Keppel Jessica Pizzano – Jefferson Sueng-Hae So – Collins John Teeples - PHS	Elaine Carrillo – Hollydale David Balstad – Paramount Park Stephanie Ribitzki – Jackson Jill Vanzant – Mokler Katherine Thomas – Buena Vista
Counselors	Devin Dawson – Alondra Middle School Lucy Duran – PHS – West Campus	Kelly Murphy – Jefferson Judy Morrison – Counselor, Foster Youth
Association Reps.	JoAnn Garner – CSEA President	Kim Goforth – TAP President
Principals/ Assistant Principals	Topekia Jones – Lincoln Lisa Kirk – Paramount Park Middle School Morrie Kosareff – Buena Vista High School	Mike Ono – PHS Liz Salcido – PHS – West Campus Connie Toscano - Wirtz
District Office Staff	Ruth Pérez - Superintendent Ryan Smith – Assistant Superintendent Ruben Frutos – Assistant Superintendent Elida Garcia – Director, ECE David Daley – Director, Special Ed. Alfredo Lopez – Interim Director, Research Yolanda Calderon – Asst. Director, Fiscal	Debbie Stark – Asst. Supt. Myrna Morales – Asst. Supt. Renée Jeffrey – Director, K-5 Prog. Greg Francois – Director,Secondary Kelly Morales – Facilitator Patricia Tu – Director, Fiscal Services

Parents	Blanca Gil Ruth Sanchez	Teresita Zamudio
Board Members	Vivian Hansen	Sonia De Leon

Surveys are used to obtain input from all stakeholders.

Topics include:

- High Quality Instruction
- School Climate
- Parent Engagement
- Conditions of Learning
- College and Career
- Specific services included in the LCAP

		2017-2018 Participation Rate
All Parents	Paper/Pencil	9,565
Students in Grades 5, 7, and 12	Online	2,591
All K-12 Teaching Staff	Online	561

Multiple data sources are used to identify specific areas of strength and need.

<u>Academic</u>	School Culture
SBAC – English Language Arts	Chronic Absenteeism
SBAC – Math	Suspension Rates
D/F Rates	Suveys
Reclassification Rates	-
Surveys	

College/Career
Graduation Rate
College/Career Indicator
Surveys

What does the LCAP include:

The purpose of the LCAP is to identify goals to improve outcomes for students. All components of the plan are aligned to those goals.



The plan must address 8 state priorities—these are required. Each priority is measured with an indicator, as described below.

State Priority	State Indicator	Description of Indicator
1	Basic Services	<ul> <li>Adequacy of facilities, textbooks, teacher assignments</li> </ul>
2	Implementation of State Standards	<ul> <li>Progress implementing state academic content standards</li> </ul>
3	Parent Engagement	<ul> <li>Progress seeking input from parents; promoting parental participation</li> </ul>
4	Student Achievement	<ul> <li>Academic results on CAASP, English Learner Progress</li> </ul>
State Priority	State Indicator	Description of Indicator
5	Student Engagement	<ul> <li>Chronic absenteeism rate; graduation rate</li> </ul>
6	School Climate	<ul> <li>Suspension rate; local student survey results</li> </ul>
7	Access to a Broad Course of Study	<ul> <li>Progress on the extent students have access to broad course of study.</li> </ul>
8	Outcomes in a Broad Course of Study	<ul> <li>College and Career rate.</li> </ul>

The Plan is organized in sections; each section must include the following information.

Tollowing information.		
Section in LCAP	What is included in section	
<ul> <li>Annual Update</li> </ul>	<ul> <li>Describes the actions implemented in the current school year; the impact of each action; the funding allocated and expended to implement each action.</li> </ul>	
<ul><li>Stakeholder Engagement</li></ul>	<ul> <li>Describes the process used to engage schools, parents, students in the LCAP.</li> </ul>	
<ul><li>Goals, Actions, Services</li></ul>	<ul> <li>Outlines goals; how actions and services address goals.</li> </ul>	
<ul><li>Increase/Improve Services</li></ul>	<ul> <li>Describes how each service increases or improves outcomes for unduplicated students.</li> </ul>	
<ul><li>Budget</li></ul>	<ul> <li>Expenditure summary; allocation of funds to implement services.</li> </ul>	

What are key services in the LCAP and their impact on schools and students?

Goal 1: Support Academic Progress and Behavior: Assess Student Progress

Some of the key services in this goal include:

- Site based interventions that include intervention teachers, academic coaches, supplemental materials and technology specific to a plan that each school writes.
- Supports for behavior and social emotional learning: counselors, social workers, Deans, professional development on Safe and Civil Schools, restorative practices.
- PE and Music instruction from specialized teachers for all K-5 students; after school music instruction, musical instruments.

Supports for students who are in foster care or homeless.

Goal 1: K-5 Students participate in PE and music instruction.

 89 % of K-5 teachers surveyed state music and PE instruction are of high value for students.

Goal 1: Intervention Teachers provide additional literacy instruction.

Goal 1: Support for Safe, Supportive Schools

- Every school uses approaches from Safe and Civil Schools to create positive, structured environments that promote good behavior and minimize opportunities for mis-behavior.
- 96% of K-8 parents surveyed state their child's school is a safe place for learning.

Goal 2: Create a College Going Culture

Key Services in this goal include:

- CTE teachers who provide classes in six CTE pathways at all high school campuses.
- STEM Electives offered at all middle schools.
- AVID offered in grades 5-12; AVID Excel for Long Term English Learners.
- Parent classes to increase understanding of K-12 education, graduation requirements, how to support literacy at home (PIQE, Latino Family Literacy, FACTOR).
- College study trips: all 5th grade students tour a local community college; all 7th grade students tour UC Irvine.
- On site testing for PSAT, SAT, AP Classes; on site SAT and ACT preparation classes –all free of cost to students.
- College and Career Centers and full-time college counselors at PHS West, PHS and Buena Vista High School.
- Odyssey, a new STEM themed high school.

Goal 2: UC Irvine Study Trip: Every 7th grade student tours UC Irvine

90% of 7th grade students state that school prepares them for college with quality counseling and challenging courses.

Goal 2: STEM Electives in Middle School: Students at Alondra Middle School design a robot.

 90% of middle school teachers surveyed state that STEM electives benefit students a great deal.

Goal 2: Odyssey High School

Goal 2: College Centers and College Counselors at all high schools

 82% of 12<sup>th</sup> grade students surveyed say that school prepares them for college

Goal 3: Implement State Standards and Assessments

Key services in this goal include:

Curriculum Specialists to support technology, Language Arts,

- ELD, math, science, AVID.
- Professional development for teachers.
- Specialized technology staff to support one to one Chromebook initiative.

One to one Chromebook initiative provides devices for students in grades 3-12.

 90% of students surveyed state they have access to technology at school.

Goal 3: Professional Development for Teachers and Principals to support implementation of high-quality instruction.

 Staff surveys show that over 80% of K-8 teachers value professional development offered.

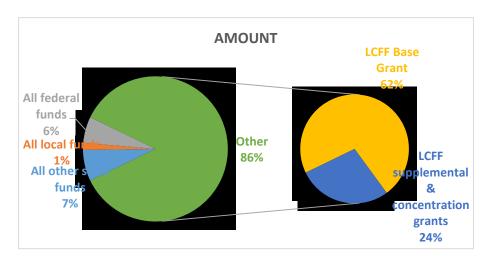
#### Goal 4: Provide Basic Services

Key services in this goal include:

- Improvements to facilities, infrastructure and security to provide classrooms and schools that are safe, up to date and appealing.
- Technology updates and networking systems to sustain increases in student devices (Chromebooks) and Web based applications.
- Current textbooks for all subjects, K-12.
- 100% of students provided all texts books every year

#### LCAP Budget Overview

Mr. Frutos provided information on the LCAP budget.



## **Current LCAP Budget**

Goal 1: Support Academic Progress and Behavior	\$27,533,136
Goal 2: Create a College Going Culture	\$9,347,000
Goal 3: Implement State Standards and Assessments	\$6,223,418
Goal 4: Provide Basic Services	\$15,732,070
Total	\$58,835,624

#### **Projected Expenditures**

LCAP	Adopted Budget	Projected Expenditures	Balance
Goal 1	Support Academic F	Progress and Behavior	
	\$27,533,136	\$25,959,565	\$1,573,571
Goal 2	Create a College Go	oing Culture	
	\$9,347,000	\$8,432,612	\$914,388
Goal 3	Implement State Sta	andards and Assessments	
	\$6,223,418	\$6,107,662	\$115,756
Goal 4	Provide Basic Servi	ces	
	\$15,732,070	\$13,650,888	\$2,081,182
Grand Total	\$58,835,62 4	\$54,150,727	\$ 4,684,897

## What happens between now and June?

#### March

- LCAP Committee reviews Annual Update and Budget.
- Discuss needs for future services.

#### May

- Committee reviews and gives feedback to draft LCAP.
- Board presentation on updated LCAP.
- Draft copy sent to schools, posted on website. Submit to LACOE for early feedback.

## April

Discuss continuing and new services.

#### June

- Public Hearing at first Board meeting; LCAP approval at second meeting.
- LCAP submitted to LACOE within 5 days of approval by Board.

Dr. Pérez asked Dr. Jeffrey to address how parents can get involved in committees. Dr. Jeffrey shared that with DELAC and EL PAC the school's ELAC selects a representative and an alternate. PAC needs

to have representation from all unduplicated students. She works with Principals to reach out to their school community and provide names of parents for the committee as these parents are not usually ones to volunteer. For the LCAP committee, parents are asked across the board. Meetings are public and open to all but only members can act on agenda items. Trustee Garcia asked if parents are alternate? Dr. Jeffrey said yes for the DELAC and ELAC. Trustee De Leon asked if the meetings dates are on the website for parents. Dr. Jeffrey replied that yes and shared that her staff had recently gone through training to update their web page and is working on updating information for PAC.

Board President Gomez asked for clarification if DELAC and EL PAC meet together. Dr. Jeffrey shared that yes they do meet together as the state allows as long as all requirements are fulfilled for EL PAC and DELAC. She also shared that she is not aware of any district who has separate meetings. President Gomez asked who chooses them to be on the committee? Dr. Jeffrey shared that school's ELAC parents choose the parents. President Gomez asked how many parents are in the committees? Dr. Jeffrey shared that for DELAC, there is one representative and one alternate for every school and for ELAC it varies.

President Gomez referenced the slide with information on Paramount USD partnering with LACOE to serve students with special needs that are low incidence and said that the Board did receive an update that all will be changing. Dr. Stark commented that yes it will. President Gomez asked if she could receive updated information at the end of the year? Dr. Stark commented that the Board will be receiving information through Board updates and will also be bringing Memorandum of Understanding items before the Board to solidify the transitions.

President Gomez referenced the CSU and UC information provided from the last Board update. She asked that out of the acceptance rate, how many students enrolled? Dr. Smith shared that he would provide that information as soon as possible.

#### **ADJOURNMENT**

Trustee Garcia moved, Trustee De Leon seconded, and the motion carried 4-0 to adjourn the Study Session meeting of the Board of Education held on February 20, 2019 at 7:06 p.m.

Ayes: 4 – Trustees Cuarenta, De Leon, Garcia, Gomez, Hansen

Absent: 1 – Trustee Hansen (left at 7:02 p.m.)

Ruth Pérez, Secretary
To the Board of Education

President

Vice President/Clerk

**TO:** Ruth Pérez, Superintendent

**FROM:** Myrna Morales, Assistant Superintendent – Human Resources

**DATE:** March 18, 2019

**SUBJECT:** Personnel Report 18-11

#### **BACKGROUND INFORMATION:**

Following is Personnel Report 18-11, 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 18-11 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 *Van Otterloo, Kandice	Substitute Teacher on-call, as needed	District		<b>DAILY</b> \$150 General Fund	02-19-19	
ADDITIONAL ASSIGNMENT *McCullough, Jerome	Home/Hospital Teacher NTE 90 hours	Special Education		HOURLY per contract \$38.00 Special Education	02-04-19	06-13-19
*Alfaro, Maria	Home/Hospital Teacher NTE 400 hours	Student Services		\$38.00 General Fund	02-07-19	06-13-19
*Arambula, Matthew  *Carser, David  *Cooks, Jill  *Granados, Veronica  *Griffith-Wu, Isela  *Humble, Christine  *Hunt, Anjanett  *Lussman, John  *Marsh, Erin  *Mora, Melissa  *Morgan, Sara  *Muller, Monserrat  *Shaw, Veronica  *Sjoberg, JoAnna  *Uriarte, Jose  *Veith, Kirsen	Language Arts/ELD/ Literacy Intervention NTE 75 hours each	Alondra		\$38.00 LCAP**	01-07-19	05-31-19
*Barton, Amie *Brainard, Richard *Enciso, Maria *Garcia, Gabriel *James, Richard *Martin, Tina *Medina, Roxanne *Monroe, Shelley	Math Intervention NTE 75 hours each	Alondra		\$38.00 LCAP	01-07-19	05-31-19

<sup>\*</sup>Ratification \*\*Local Control Accountability Plan

			CLASS		EFFEC	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
ADDITIONAL ASSIGNMENT continued *Shaw, Veronica *Tilson, Courtney *Valdez, Veronica	Math Intervention NTE 75 hours each	Alondra		HOURLY per contract \$38.00 LCAP	01-07-19	05-31-19
*Barton, Amie *Brainard, Richard *Carser, David *Colenzo, Rocco *Gonzales, Jason *Griffith-Wu, Isela *Hernandez, Martin *Humble, Christine *Hunt, Anjanett *James, Richard *Krakower, Jenna *Latorre, Claudia *McCormick, Laura *Marsh, Erin *Muller, Monserrat *Nasouf, Mutah *Otte, John *Pulido, Margarita *Rice, Christopher *Shaw, Veronica *Uriarte, Jose *Wolf, Christina	Team Building and Collaboration with English Learners NTE 75 hours each			\$38.00 LCAP	01-07-19	06-13-19
*Thomas, Katherine	College Preparation Saturday Classes NTE 8 hours	Buena Vista		\$38.00 LCAP	11-01-18	12-31-18
*Cortez, Leah *Rodriguez, Maira	STEM** Enrichment Program NTE 30 hours each	Gaines		\$38.00 Title I	02-12-19	06-04-19

<sup>\*</sup>Ratification \*\*Science, Technology, Engineering and Mathematics

			CLASS		EFFECTIVE	
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
ADDITIONAL ASSIGNMENT continued *Archuleta, Justine *Murphy, Kelly	Reading Intervention NTE 50 hours each	Jefferson		HOURLY per contract \$38.00 LCAP	02-04-19	06-05-19
*Harmon, Torey *Hazlewood, Mickie *Nunez, Cristina	Battle of the Books Preparation NTE 46 hours each	Lincoln		\$38.00 LCAP	02-01-19	06-13-19
*Baligad, GretchenAngeliq *Bergman, Michelle *Bradburn, Madalyn *Equihua, Marilin *Garcia, Valerie *Hildreth, Vianca *Stahl, Lori	After school GATE** Program NTE 50 hours total	Mokler		\$38.00 LCAP	01-07-19	06-13-19
*Margo, Ashley	Additional Hours for periods outside her original contract NTE 15 hours	Odyssey		\$44.92 LCAP	08-20-18	08-24-18
*Baltierrez, Maria *Beltran, Nicolas *Caballero, Esperanza *Galias, Kristina *Gomez, Maria *Mireles, Griselda *Tryon, Amada *Varela, Eric	After school Enrichment Program	Roosevelt		\$38.00 LCAP	01-07-19	06-13-19
*Lujan, Cheri *Martin, Christie	After school GATE Tutoring NTE 5 hours total	Wirtz		\$38.00 LCAP	01-22-19	02-05-19
*Lepire, Dawn *Reno, Teresa	Battle of the Books Preparation NTE 11 hours each	Wirtz		\$38.00 LCAP	02-06-19	04-24-19

<sup>\*</sup>Ratification

<sup>\*\*</sup>Gifted and Talented Education

			CLASS		EFFECTIVE		
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то	
*STIPEND *Aparicio, Michelle *Bakkers Christine *Carroll, Caitlin *Choung, Becky *Covarrubias, Kellie *Gamez, Maria *Gonzalez, Celia *Guggino, Cara *Gutierrez, Maria *Guzman, Irma *Harnett, Jennifer *Hatch, Carrie *Hazlewood, Mickie *Kugler, Teresa *Lee, Iris *Loza, Oscar *McCarthy, Andrea *Medina, Roxanne	K-8 Lead Teachers	Educational Services	STEP	STIPEND per contract \$713 LCAP	<b>FROM</b> 07-01-18	<b>TO</b> 06-14-19	
*Menser, Crystal *Monroe, Shelley *Moor, Susan *O'Connor, April *Poole, Yvonne *Rodriguez, Rene *Seo, Sueng-Hae *Siders, Caitlin *Thompson, Christine *Turner, Kristine *Uribe, Janet *Varela, Eric, *Wolf, Christina							
*McCormick, Laura	Girls' Volleyball Coach	Alondra		\$177 LCAP	09-04-18	10-31-18	
*McCormick, Laura	Girls' Basketball Coach	Alondra		\$177 LCAP	11-01-18	12-14-18	

	CLASS			EFFECTIVE	
POSITION	LOCATION	RANGE STEP	RATE	FROM	то
Soccer Coach	Hollydale		STIPEND per contract \$177 LCAP	03-18-19	05-31-19
Wrestling Coach	Hollydale		\$177 LCAP	03-18-19	05-31-19
Football Coach	Jackson		\$177 LCAP	08-30-18	11-16-18
Girls' Volleyball Coach	Jackson		\$177 LCAP	08-30-18	11-16-18
Cheer Coach	Jackson		\$713 LCAP	08-30-18	05-24-19
Girls' Basketball Coach	Paramount Park		\$177 LCAP	01-07-19	03-15-19
Boys' Basketball Coach	Paramount Park		\$177 LCAP	01-07-19	03-15-19
Boys' Water Polo Head Coach	Paramount High-Senior		STIPEND per contract 1/10 <sup>th</sup> of \$3,251 for each week of play State Lottery Revenue	10-29-18	11-09-18
Cross Country Assistant Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$2,332 for each week of play State Lottery Revenue	11-12-18	11-17-18
	Soccer Coach Wrestling Coach Football Coach Girls' Volleyball Coach Cheer Coach Girls' Basketball Coach Boys' Basketball Coach  Boys' Water Polo Head Coach  Cross Country	Soccer Coach  Wrestling Coach  Hollydale  Football Coach  Girls' Volleyball Coach  Cheer Coach  Jackson  Girls' Basketball Coach  Boys' Basketball Coach  Paramount Park  Boys' Water Polo Head Coach  Cross Country  Paramount Paramount Paramount Paramount Paramount Paramount Paramount Paramount Paramount	Soccer Coach  Hollydale  Wrestling Coach  Hollydale  Football Coach  Girls' Volleyball Coach  Girls' Basketball Coach  Boys' Basketball Coach  Boys' Basketball Coach  Paramount Park  Boys' Water Polo Head Coach  Cross Country  Paramount	Soccer Coach  Hollydale  Hollydale  Hollydale  Hollydale  Hollydale  STIPEND per contract \$177 LCAP  Football Coach  Jackson  Girls' Volleyball Coach  Jackson  Jackson  Cheer Coach  Jackson  Jackson  S177 LCAP  Cheer Coach  Jackson  Girls' Basketball Coach  Paramount Park  Boys' Basketball Coach  High-Senior  Paramount High-Senior  Paramount High-Senior  Paramount High-Senior  1/10th of \$3,251 for each week of play State Lottery Revenue  1/10th of \$2,332 for each week of play State Lottery Revenue  1/10th of \$2,332 for each week of play State Lottery	Soccer Coach  Hollydale  Hollydale  Wrestling Coach  Hollydale  Football Coach  Jackson  Girls' Volleyball Coach  Jackson  Cheer Coach  Jackson  Jackson  S177  LCAP  03-18-19  14-19  15-19  16-29-18  STIPEND  Per contract  \$177  LCAP  03-18-19  03-18-19  03-18-19  03-18-19  03-18-19  16-29-18  177  LCAP  08-30-18  177  LCAP  08-30-18  177  LCAP  08-30-18  177  LCAP  01-07-19  177  LCAP  177  170  170  170  170  170  170  17

\*Ratification

			CLASS		EFFECTIVE		
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то	
STIPEND FALL SPORTS CIF PLAYOFFS continued *Howard, Matthew	Football Varsity Head Coach	Paramount High-Senior		STIPEND per contract 1/10 <sup>th</sup> of \$3,801 for each week of play State Lottery Revenue	10-29-18	11-09-18	
*Morelli, Anthony	Football Assistant Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$2,332 for each week of play State Lottery Revenue	10-29-18	11-09-18	
*Nastase, Brian	Football Assistant Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$2,332 for each week of play State Lottery Revenue	10-29-18	11-09-18	
*Orozco Franco, Manuel	Girls' Cross Country Head Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$3,251 for each week of play State Lottery Revenue	10-29-18	11-09-18	
*Park, Charles	Girls' Volleyball JV Head Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$2,332 for each week of play State Lottery Revenue	10-29-18	11-02-18	
*Peterson, Joseph	Boys' Cross County Head Coach	Paramount High-Senior		1/10 <sup>th</sup> of \$3,251 for each week of play State Lottery Revenue	11-12-18	11-17-18	

				EFFECTIVE			
NAME	POSITION	LOCATION	DESCRIPTION	FROM	TO		
LEAVE WITH PAY Pech, Malis		54	D	00.07.15	04.00.15		
Pech, Malis	Curriculum Specialist	Educational Services	Parental Leave	02-05-19	04-03-19		
Phan, Kristy	Teacher	Paramount High-Senior	Parental Leave	03-06-19	06-05-19		
Cuthbert, Abigail	Counselor	Paramount Park	Parental Leave	02-25-19	05-13-19		

			CLASS		EFFE	EFFECTIVE	
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то	
<b>EMPLOYMENT</b> *Aguilar G, Lucille	Counseling Assistant 3.5 hrs. per day/10 mo.	Hollydale	123-III	Monthly 43.75% of \$4,102 Title I	01-24-19		
*Salazar, Monica	Instructional Assistant – SE/SH 3 hrs. per day/10 mo.	Paramount High-Senior	115-II	37.5% of \$3,205 Special Education	02-12-19		
*Covarrubias, Yvette	Speech/Language Assistant 3 hrs. per day/10 mo.	Wirtz	111-I	37.5% of \$2,763 Special Education	02-04-19		
<b>Promotion</b> *Saldivar, Isela	Nutrition Services Manager 6 hrs. per day/11 mo.	Buena Vista	117-III	Monthly 75% of \$3,537 SNS**	02-13-19		
Short Term *Perez Jr., Manuel *Ramirez, Rodolfo *Winrow III, Lawrence	Campus Security NTE 8 hrs. each	Operations	118-I	Hourly \$18.95 General Fund	01-25-19 only		
*Amaro, Genesis *Caballero, Kassandra *Covarrubias, Megan *Jones, Andrea *Leon Jr., Ruben *Quijano, Angelina *Salazar, Bianca *Sanchez, Etati	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day each	Special Education	112-I	\$16.33 Special Education	02-12-19 02-12-19 02-04-19 01-07-19 02-13-19 02-14-19 02-12-19 02-08-19	06-13-19	
*Venegas, Elani	Office Assistant NTE 10 hrs.	Superinten- dent's Office	116-I	\$18.03 General Fund	01-24-19	04-30-19	
*Rangel, Jessika	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Gaines	112-I	\$16.33 Student Services	02-15-19	06-13-19	
Γ <u></u>							

<sup>\*</sup> Ratification

<sup>\*\*</sup> Student Nutrition Services

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
Short Term continued *Arredondo, Marlena	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Los Cerritos	112-I	Hourly \$16.33 Special Education	01-29-19	06-13-19
*Garcia, Karina	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Los Cerritos	112-I	\$16.33 Student Services	01-29-19	06-13-19
*Thompson, Stephanie	Office Assistant NTE 40 hrs.	Paramount High-West	116-I	\$18.03 Title I	01-25-19	01-31-19
*Inzunza, Alexis	Instructional Assistant – Sp. Ed. NTE 3 hrs. per day	Wirtz	112-I	\$16.33 EIA-LEP**	01-07-19	01-24-19
Substitute, on call *Miller, Robert	Custodian	District	117-I	Hourly \$18.49 General Fund	02-08-19	
*Amaro, Genesis	Noon Duty Aide	Jackson	100-I	\$12.18 General Fund	02-12-19	
Student Worker  *Avalos, Adrian  *Alvarez, Eric  *Bradford, Pablo  *Chahil, Ramandeep  *Chavarin, Rodrigo  *Cobian, Matthew  *Enamorado, Miguel  *Espinosa,  Christopher  *Flores, Jose  *Garcia, Jacqueline  *Garcia Mendez,  Julisa  *Garcia Ruiz, Omar  *Gomez, Michael  *Gomez, Stephanie  *Gomez Aguilar,  Melenie	Student Worker NTE 75 hrs. each	Special Education		Hourly \$12.00 WorkAbility	01-02-19	06-30-19

<sup>\*</sup> Ratification \*\* Economic Impact Aid-Limited English Proficient

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
Student Worker continued *Gonzalez, Damian *Hernandez-Aguallo, Moises *Leon, Nathan *Maye, Nailah *Monroy, Manuel *Morales, Francisco *Moranda, Yxol *Ornelas, Omar *Oropeza, Leslie *Perez, Alejandro *Perez, Andres *Rivas Cordova, Jessie *Rodriguez Torres, Jesus *Sanchez, Angel *Sanchez, Vivian *Sanchez Guevara, Carlos *Silva, Vanessa *Yepez, Esperanza	Student Worker NTE 75 hrs. each	Special Education		Hourly \$12.00 WorkAbility	01-02-19	06-30-19
<u>College Tutor</u> *Veith, Kendall	College Tutor NTE 8 hrs. per week each	Alondra		Hourly \$13.50 LCAP**	01-30-19	06-14-19
*Nwabueze, Leone *Rodriguez, Marlene	College Tutor NTE 27.5 hrs. per week each	Paramount High-Senior		\$13.50 LCAP	01-25-19	06-13-19
*Vazquez-Ruiz, Lizbeth	College Tutor NTE 8 hrs. per week	Paramount Park		\$13.50 LCAP	02-04-19	06-14-19
ADDITIONAL ASSIGNMENT Short Term *Estrada, Darlene *Garcia, Nancy *Lemus, Beatriz	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Special Education	415-VI 115-VI 215-VI	Hourly \$22.50*** \$21.81 \$22.27*** Special Education	01-07-19	06-13-19

<sup>\*</sup> Ratification

<sup>\*\*</sup> Local Control Accountability Plan \*\*\* Includes Longevity and/or Professional Growth Increment

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
ADDITIONAL ASSIGNMENT Short Term continued *Marquez-Campos, Veronica *Nunez, Gliselda *Rios, Elizabeth *Sanchez, Jessica *Soto, Laura	Instructional Assistant – SE/SH NTE 3 hrs. per day each	Special Education	115-II 215-VI 115-VI 115-I 115-VI	#Ourly \$18.49 \$22.27** \$21.81 \$17.60 \$21.81 Special Education	01-07-19	06-13-19
*Alarcon, Stephanie	Instructional Assistant NTE 3 hrs. per day	Collins	111-I	\$15.94 Title I	01-22-19	06-13-19
*Sanchez, Fabian	College Tutor NTE 8 hrs. per week	Jackson		\$13.50 LCAP	01-28-19	06-13-19
*Mota, Natalie	Instructional Assistant – Sp. Ed. NTE 5 hrs.	Paramount High-West	112-VI	\$20.27 Special Education	02-04-19	06-14-19
WORKING OUT OF CLASSIFICATION *Rodriguez-Lamason, Patricia	Medi-Cal Administrative Activities Coordinator NTE 8 hrs. per day	Business	Sch. 2 209-I	Monthly \$6,785** MAA/ Medi-Cal Program***	01-01-19	06-30-19
*Craft, Fred	Lead Warehouse Worker/Delivery Driver NTE 8 hrs. per day	Operations	428-V	\$5,242** General Fund	01-01-19	06-28-19
*Flores, Jesus	Director of Safety & Security NTE 8 hrs. per day	Operations	Sch. 2 414-I	\$10,868** LCAP	01-01-19	06-30-19
*Galvez, David	Warehouse Worker/Delivery Driver NTE 8 hrs. per day	Operations	125-II	\$4,102 General Fund	01-01-19	06-28-19

<sup>\*</sup> Ratification

<sup>\*\*</sup> Includes Longevity and/or Professional Growth Increment \*\*\* Medi-Cal Admin Activities/Medi-Cal Program

			CLASS		EFFE	CTIVE
NAME	POSITION	LOCATION	RANGE STEP	RATE	FROM	то
WORKING OUT OF CLASSIFICATION						
continued *Jacobs, Charles	Maintenance Carpenter NTE 8 hrs. per day	Operations	330-VI	Monthly \$5,576** General Fund	01-01-19	06-28-19
*Mercado, Efrain	Grounds Maintenance Worker/Equipment Operator NTE 8 hrs. per day	Operations	421-V	\$4,430** Restricted Routine Mainten- ance	01-01-19	06-28-19
*Maldonado, Lucia	Nutrition Services Manager NTE 8 hrs. per day	Student Nutrition Services	117-III	Hourly \$20.41 SNS	01-22-19	06-14-19
*Lopez, Alfredo	Director of Research & Evaluation NTE 8 hrs. per day	Research	Sch. 2 414-I	Monthly \$10,878** LCAP	01-22-19	02-15-19
*Galaviz, Elias	PE/Locker Room Assistant NTE 3.5 hrs. per day	Jackson	116-I	Hourly \$18.03 General Fund	01-22-19	05-17-19
*Lozano, Maria *Maravilla, Ana	School Health/Office Technician NTE 8 hrs. per day each	Tanner	116-I	\$18.03 General Fund	03-11-19 02-19-19	04-12-19 03-08-19
*Maravilla, Ana	Language Assessment Assistant NTE 3 hrs. per day	Tanner	113-I	\$16.75 EIA-LEP	03-11-19	04-12-19
TEMPORARY ATHLETIC TEAM COACH  *Fregozo, David	Middle School Intermural Sports Boys' Soccer	Hollydale		Stipend Per Contract \$177.16 LCAP	03-18-19	05-31-19

<sup>\*</sup> Ratification \*\* Includes Longevity and/or Professional Growth Increment

				EFFEC	TIVE
NAME	POSITION	LOCATION	DESCRIPTION	FROM	то
Adame, Raul	Custodian	Operations	Family & Medical Leave	02-20-19	03-28-19
Sumolang, Sean	PE/Locker Room Assistant	Jackson	Personal	01-22-19	05-17-19
De La Rosa, Ashley	Nutrition Services Worker	Jefferson	Personal	12-04-18	03-02-19
Camacho-Cervantes, Alma	Noon Duty Aide	Wirtz	Parental Leave	02-01-19	05-03-19
RESIGNATION Amaro, Genesis	Noon Duty Aide	Jackson	Personal	02-08-19	
Arredondo, Marlena	Instructional Assistant – Sp. Ed.	Los Cerritos	Personal	02-08-19	
Labrada, Maria	Instructional Assistant – SE/SH	Los Cerritos	Personal	01-28-19	
Barajas, Francisco	Instructional Assistant – SE/SH	Paramount High-West	Personal	02-15-19	
Guadamuz, Nadia	Student Data Technician	Paramount Park	Personal	02-13-19	
Dobbins, Michelle	Instructional Assistant – Sp. Ed.	Wirtz	Personal	02-08-19	
Hernandez, Melyssa	Noon Duty Aide	Wirtz	Personal	02-22-19	
Espinosa, Genesis	Instructional Assistant – Sp. Ed.	Zamboni	Personal	02-04-19	
TERMINATION Frisch, Katherine	Campus Security	Paramount High-Senior	Medical Termination per Ed. Code 45195	02-08-19	

**TO:** Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

**DATE:** March 18, 2019

**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:

	8 1	Services to be Provided/	Site/	Time	Cost/
#	Consultant	Audience	Requested	Period	Funding
			by		Source
1	Music Center	Consultant to provide K-5 students a presentation on essential skills in Theatre Arts.	Mokler School	May 28, 2019	Not to exceed \$1,335 from Title I site funds
	PC18-19134	601 students in grades Transitional Kindergarten-5	Requested by: Linh Roberts		

## **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.

CONSENT ITEM: 3.1-C

## 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**: Ryan Smith, Assistant Superintendent – Secondary Educational

Services

**DATE**: March 18, 2019

**SUBJECT**: Professional Activities Report 18-08

### **BACKGROUND INFORMATION:**

Paramount Unified School District has used the Schoology learning management system to support its 1-1 Chromebook Initiative. Schoology allows for teaching and learning to take place beyond our classroom walls, and is a vital tool for facilitating a digital learning environment. Schoology also serves as a hub that connects students, teachers, and parents with one another in the learning process.

Nancy Rivas and Joy Go-Ng serve as the District's Educational Technology Curriculum Specialists. They were both selected by Schoology to be official "ambassadors" in 2017 and 2018 respectively for their cutting edge efforts to implement the tool in our classrooms – there are only about 100 ambassadors in the United States. NEXT is Schoology's annual user conference, and attendance at the event for ambassadors is critical as it's an opportunity for them to exchange ideas with teachers from across the nation, learn new ways to use Schoology to transform teaching and learning, and share feedback on the product.

This year the Schoology NEXT conference takes place on July 9-12, 2019 in Boca Raton, FL.

This is an out-of-state conference that requires Board approval.

### POLICY/ISSUE:

Board Policy 4231.1 – <u>Conferences</u> Board Policy 4233 – Travel; Reimbursement

#### FISCAL IMPACT:

Approximately \$5,000.00 from LCAP

#### STAFF RECOMMENDATION:

Approve the out-of-state conference request for the Educational Technology Curriculum Specialists, Nancy Rivas and Joy Go-Ng to attend the annual Schoology NEXT Conference on July 9 -12, 2019 in Boca Raton, FL.

**CONSENT ITEM: 3.2-C** 

#### PREPARED BY:

Ryan Smith, Assistant Superintendent - Secondary Educational Services

## STRATEGIC PLAN:

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 4: Technology will be used as a tool for enhancing, personalizing and improving learning.

Focus Area 4: Parent and Community Partnerships

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

**TO:** Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

**DATE:** March 18, 2019

**SUBJECT:** Purchase Order Report, 18-11

#### 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		14,174.59
2.	Ratified Orders – Building Fund Measure I		12,381.80
3.	Authorized Orders – Building Fund Measure I		59,227.74
4.	Authorized Orders – California Clean Energy Jobs Act		52,831.00
5.	Ratified Orders - Deferred Maintenance		2,570.32
6.	Ratified Orders – General Fund		40,190.16
7.	Authorized Orders – General Fund		336,291.98
8.	Ratified Orders – LCAP		29,777.38
9.	Authorized Orders – LCAP		180,225.00
10.	Authorized Orders – Student Nutrition Services		30,000.00
	Sub	Total	\$ 757,669.97
11.	Ratified Orders (Under \$1,500)		37,393.60
	TOTAL OF ALL ORDERS	\$	 795,063.57

#### POLICY/ISSUE:

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - <u>Purchasing Procedures</u>.

#### **FISCAL IMPACT:**

As indicated above.

**CONSENT ITEM: 4.1-C** 

#### STAFF RECOMMENDATION:

Approve Purchase Order Report 18-11 authorizing the purchase of supplies, equipment, and services for the District.

## PREPARED BY:

Cindy DiPaola, Director-Operations

## 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

## 2018/2019

## Purchase Orders To Be Ratified and Authorized March 18, 2019

PO Number	Vendor	Site	Description	<b>Total Amount</b>
010 - General	Fund			
19-00007	AMERICAN RENTALS INC.	Maintenance & Operations	Annual: equipment rental (increase purchase order from \$4,000 to \$6,000)	\$2,000.00
19-00126	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Annual: custodial equipment repair (increase purchase order from \$8,000 to \$14,000)	\$6,000.00 *
19-01040	CERRITOS COLLEGE	Secondary Ed/CTE	Liaison professional services (increase purchase order from \$1,750 to \$7,000)	\$5,250.00 *
19-01759	GALE SUPPLY COMPANY	Maintenance & Operations	Warehouse stock	\$9,318.45 *
19-01765	HOUGHTON MIFFLIN HARCOURT	Special Education	Psychological assessments	\$2,000.17
19-01770	KIS COMPUTER CENTER	Lincoln Elementary School	Print cartridges (40)	\$3,372.60
19-01777	SPICERS PAPER INC.	Maintenance & Operations	Warehouse stock	\$4,879.59
19-01792	SPICERS PAPER INC.	Print Shop	Paper rolls (18)	\$12,019.36 *
19-01795	MAJOR CLEANUP, INC.	Maintenance & Operations	Annual: sump pump maintenance	\$2,000.00
19-01814	SPICERS PAPER INC.	Print Shop	Paper (cardstock)	\$4,449.92
19-01821	THE LATINO FAMILY LITERACY PROJECT	Mokler Elementary School	Instructional materials	\$2,065.75
19-01824	U. S. BANK	Maintenance & Operations	Professional activity attendance (5)	\$5,399.08 *
19-01838	KIS COMPUTER CENTER	Lincoln Elementary School	Projector lamps (30)	\$4,024.13
19-01844	KIS COMPUTER CENTER	Zamboni Middle School	LCD projector, document camera & surface pros (3)	\$4,983.02
19-01845	KIS COMPUTER CENTER	Paramount High School	Tablets (39) & accessories	\$10,311.71 *
19-01846	APPLE, INC.	Lincoln Elementary School	Ipads for student instruction (56)	\$24,472.93 *
19-01851	U. S. BANK	Jackson Middle School	Student incentives	\$1,842.78
19-01854	MOORE MEDICAL LLC	Paramount High School	Health supplies	\$2,462.21
19-01870	U. S. BANK	Maintenance & Operations	Glare resistant & energy savings window tint (25)	\$4,467.60
19-01871	U. S. BANK	K-5 Schools & Innovative Programs	Racks for bookroom (10)	\$1,642.39
19-01877	FC & SONS ROOFING INC.	District Office	Annual: roof & gutter repairs (Bid #4-15-16)	\$45,000.00 *
19-01878	FC & SONS ROOFING INC.	District Office	Roof repair & coating (Bid #4-15-16)	\$77,852.50 *
19-01883	CYBERTEK	Technology	Network equipment	\$91,060.23 *
19-01884	VIRCO INC	Los Cerritos Elementary School	Tables (16) chairs (50)	\$13,233.80 *
19-01886	CENGAGE LEARNING	Hollydale K-8 School	Hollydale: History Social Science textbooks (150) (Board adopted: 4/23/18)	\$13,427.44 *
19-01887	PIONEER CHEMICAL COMPANY	Maintenance & Operations	Warehouse stock	\$9,993.24 *
19-01888	DITCH WITCH OF SOUTHERN CALIFORNIA	Maintenance & Operations	Trencher	\$12,953.24 *

## 010 - General Fund - Calif. Clean Energy Jobs Act

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

## 2018/2019

## Purchase Orders To Be Ratified and Authorized March 18, 2019

PO Number	Vendor	Site	Description	Total Amount
	Fund - Calif. Clean Energy Jobs Ac			
19-00289	INLAND BUILDING CONSTRUCTION COMPANIES, INC.	Maintenance & Operations	Installation of interior window coverings all sites (Bid #1-17-18) (increase purchase order from \$323,376 to \$376,207)	\$52,831.00
010 - General	Fund - LCAP			
19-01773	LAKESHORE LEARNING MATERIALS	Early Childhood Education	Instructional materials	\$1,885.68
19-01776	KIS COMPUTER CENTER	Roosevelt Elementary School	Computer & accessories	\$2,567.21
19-01802	KIS COMPUTER CENTER	Paramount High School West	Surface pros (3)	\$3,447.83
19-01803	KIS COMPUTER CENTER	Paramount Park Middle School	Surface pros (3)	\$3,447.83
19-01804	KIS COMPUTER CENTER	Early Childhood Education	Surface pros (2)	\$2,298.55
19-01810	CHRISTINA CUNNINGHAM	Paramount High School West	Reimbursement	\$3,636.00
19-01820	MIND RESEARCH INSTITUTE	Ed Services - K-8	Math online supplemental software	\$15,708.00
19-01832	FUTURE DESIGN COMMUNICATIONS	Zamboni Middle School	Network cabling various rooms	\$1,856.21
19-01840	B&H PHOTO VIDEO	Paramount High School	CTE program: cameras (4) & accessories	\$8,795.92
19-01842	LAKESHORE LEARNING MATERIALS	Early Childhood Education	Classroom furniture & instructional materials	\$3,796.87
19-01843	KIS COMPUTER CENTER	Zamboni Middle School	Surface pros (4) & accessories	\$4,899.32
19-01847	STAPLES	Paramount Park Middle School	Print cartridges (73)	\$7,414.89
19-01865	SOUTHWEST SCHOOL & OFFICE SUPPLY	Zamboni Middle School	Classroom supplies	\$5,039.04
19-01867	FOLLETT LIBRARY BOOK COMPANY	Buena Vista High School	Library books (322)	\$7,484.41
19-01868	AVID CENTER	Paramount High School	Graduation supplies	\$1,941.88
19-01880	COLLEGE BOARD AP EXAMS	Secondary Ed/CTE	AP exam program	\$118,000.00
19-01885	WENGER CORPORATION	Paramount High School	Chairs (50), music stands (50) & accessories	\$10,309.36
19-01889	YAMAHA GOLF CARTS OF CALIFORNIA, INC.	Maintenance & Operations	Electric golf cart	\$7,473.38
110 - Adult Ed	lucation Fund			
19-01774	PEARSON EDUCATION	Adult Education	Side by Side ESL books (125)	\$4,255.94
19-01775	PEARSON EDUCATION	Adult Education	Side by Side ESL books (110)	\$3,830.34
19-01786	PEARSON EDUCATION	Adult Education	Side by Side ESL books (119)	\$4,078.61
19-01789	PEARSON EDUCATION	Adult Education	Side by Side ESL books (62)	\$2,009.70
130 - Cafeteria	a Fund			
19-00023	MODENZA ENTERPRISES LLC	Nutrition Services	Annual: delivered pizzas (Bid #10-16-17) (increase purchase order from \$200,000 to \$230,000)	\$30,000.00

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

## 2018/2019

## Purchase Orders To Be Ratified and Authorized March 18, 2019

PO Number	Vendor	Site	Description	Total Amount
140 - Deferred	l Maintenance Fund			
19-00935	COAST LINE EQUIPMENT	Maintenance & Operations	Grounds equipment repair (increase purchase order from \$8,450 to \$11,021)	\$2,570.32
211 - Building	Fund - Measure I			
19-00213	3D CONCRETE	Facilities Department	Annual: concrete repairs Measure I projects (increase purchase order from \$20,000 to \$40,000)	\$20,000.00 *
19-01790	FLOOR TECH	Adult Education	Replace flooring room 33	\$2,696.40
19-01791	3D CONCRETE	Wirtz Elementary School	Replace concrete slab quad area	\$5,670.00 *
19-01819	ABC SCHOOL EQUIPMENT	Maintenance & Operations	Mokler/ Wirtz: whiteboards (10)	\$2,687.30
19-01828	U. S. BANK	Maintenance & Operations	Mokler /Wirtz: bookcases (24)	\$4,204.54
19-01833	SOUTHWEST SCHOOL & OFFICE SUPPLY	Wirtz Elementary School	Mokler/Wirtz: storage cabinets (6)	\$2,793.56
19-01879	REM CUSTOM BUILDERS INC.	Keppel Elementary School	Replace windows: Multipurpose room & rooms 16, 17	\$20,629.00 *
19-01881	APEX AUDIO	Mokler Elementary School	Cafe/Multipurpose room: sound system	\$6,346.11 *
19-01882	APEX AUDIO	Wirtz Elementary School	Cafe/Multipurpose room: sound system	\$6,582.63 *

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

## 2018/2019

## Purchase Orders To Be Ratified and Authorized March 18, 2019

## PURCHASE ORDER SUMMARY BY FUND

139 Purchase orders for a total of \$795,063.57

010 - General Fund	To Be Authorized	\$336,291.98
	To Be Ratified Over \$1,500	\$40,190.16
	To Be Ratified Under \$1,500	\$19,723.63
	Fund Total	\$396,205.77
010 - General Fund - Calif. Clean Energy Jobs Act	To Be Authorized	\$52,831.00
	Fund Total	\$52,831.00
010 - General Fund - LCAP	To Be Authorized	\$180,225.00
	To Be Ratified Over \$1,500	\$29,777.38
	To Be Ratified Under \$1,500	\$13,054.91
	Fund Total	\$223,057.29
110 - Adult Education Fund	To Be Ratified Over \$1,500	\$14,174.59
	To Be Ratified Under \$1,500	\$1,078.60
	Fund Total	\$15,253.19
120 - Child Development Fund	To Be Ratified Under \$1,500	\$1,126.54
	Fund Total	\$1,126.54
130 - Cafeteria Fund	To Be Authorized	\$30,000.00
	To Be Ratified Under \$1,500	\$609.92
	Fund Total	\$30,609.92
140 - Deferred Maintenance Fund	To Be Ratified Over \$1,500	\$2,570.32
	To Be Ratified Under \$1,500	\$1,000.00
	Fund Total	\$3,570.32
211 - Building Fund - Measure I	To Be Authorized	\$59,227.74
	To Be Ratified Over \$1,500	\$12,381.80
	To Be Ratified Under \$1,500	\$800.00
	Fund Total	\$72,409.54

**TO:** Ruth Pérez, Superintendent

FROM: Myrna Morales, Assistant Superintendent – Human Resources

**DATE**: March 18, 2019

SUBJECT: Update Job Title and Job Description for Language Speech

Specialist

#### **BACKGROUND INFORMATION:**

The job description for Language Speech Specialist was last approved in 1980. In the last 38 years, there have been changes in service delivery. Additionally, the current title for professionals providing speech services are more commonly referred to as a Speech Language Pathologist.

It is recommended that the position of Speech Language Specialist be changed to Speech Language Pathologist with a revised job description.

### POLICY/ISSUE:

Board Policy 4111 - Recruitment and Selection (Certificated)

Board Policy 4000 - Concept and Roles in Personnel

Board Policy 4118.3 - <u>Duties of Personnel</u>

#### FISCAL IMPACT:

None

#### STAFF RECOMMENDATION:

Approve to change job title to Speech Language Pathologist and approve revisions to the job description.

#### PREPARED BY:

Myrna Morales, Assistant Superintendent – 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.

#### **CURRENT JOB DESCRIPTION**

### LANGUAGE/SPEECH SPECIALIST - Job Description

#### PRIMARY FUNCTION

The Language/Speech Specialist works individually or in small groups with pupils having communicative disorders.

#### **ADMINISTRATIVE RELATIONSHIPS**

The Language/Speech Specialist is directly responsible to the Special Education Program Specialist and the principal of assigned school.

#### MAJOR DUTIES AND RESPONSIBILITIES

- Responsible for leadership in the speech and language program at the school
- Responsible for diagnostic and referral progress
- Consults with classroom teachers in developing school programs for students with speech and language disabilities
- Schedules pupils for classes in speech and language correction
- Keeps accurate records on progress and attendance
- Arranges and holds conferences with parents of students
- Primary responsibility in developing Speech Individualized Education Programs (IEP)
- Participates in district in-service programs
- Member of School Appraisal Team (SAT) and Education Assessment Service (EAS)
- Performs other duties as assigned

### REQUIRED QUALIFICATIONS

- Possession of a valid credential authorizing service as Language/Speech Specialist or possession of a Language/Speech Pathologist Certificate
- Must meet the requirement of highly qualified under No Child Left Behind, 2001
- Appropriate certification to teach English Learners

Adopted 4-29-80 Ah: 6-11

#### PROPOSED JOB DESCRIPTION

## SPEECH LANGUAGE PATHOLOGIST - SPECIAL EDUCATION - Job Description

#### **POSITION SUMMARY**

Under the direction of the Director of Special Education, provides direct services, including evaluation and therapy to students with speech and language disorders, as well as consultation to staff and parents regarding strategies for maximizing curricular success.

#### MAJOR DUTIES AND RESPONSIBILITIES

- Provides speech and language assessment, diagnosing speech and language disorders; interprets findings to teachers, administrators and parents.
- Evaluates, in collaboration with other professionals, as necessary, the effects of speech and language on a student's educational performance and academic achievement; provides intervention that addresses individual goals and objectives directed toward academic success through remediation strategies for speech/language; conducts ongoing evaluation for qualified students and make periodic reports of progress, recommending adjustments in interventions.
- Prepares reports according to required timelines; maintains all appropriate documentation required by law.
- Develops and implements a schedule for therapy based on individual student's IEP goals and objectives to address goals, provide instruction; develops lesson plans and instructional materials; delivers instruction to students individually or in groups at one or more school sites.
- Participates as a member of the IEP teams to develop IEP goals, objectives, accommodation, modification and instructional plans; implements and monitors speech and language services.
- Consults with teachers, administrators and parents regarding typical speech and language development, classroom accommodations and/or modifications, and assists in the referral process as necessary.
- Confers frequently with parents and staff members regarding student progress.
- Works with classroom teachers, paraeducators and parents to implement speech and language programs.
- Attends staff and planning meetings for individual students, providing expertise in the area of speech and language, as well as input on student performance and recommendations for intervention.
- Attends Special Education staff meetings, District in-services and professional growth activities; participates in committees at the District and school level, Multi Tiered Systems of Support (MTSS).
- Perform other duties as assigned.

# <u>SPEECH LANGUAGE PATHOLOGIST - SPECIAL EDUCATION - Job Description - continued</u>

#### **KNOWLEDGE AND ABILITIES:**

- Knowledge of communication disorder assessment techniques and treatment
- Knowledge of laws relating to special education and program implementation, assessment and IEP development
- Ability to develop and write IEPs
- Ability to be an effective speaker and writer
- Ability to collaborate with peers, administrators and others
- Ability to demonstrate effective interpersonal skills

#### **EDUCATION AND EXPERIENCE**

• Possession of a valid credential authorizing service as a Speech Language Pathologist or possession of a Language/Speech Pathologist certificate

**TO**: Ruth Pérez, Superintendent

**FROM**: Deborah Stark, Assistant Superintendent-Educational Services

**DATE**: March 18, 2019

SUBJECT: AVID College Readiness System Services and Products Agreement

for 2019-20

#### **BACKGROUND INFORMATION:**

Paramount Unified School District recognizes the importance of meeting the needs of English Learners and preparing them for college and career. Achievement Via Individual Determination (AVID) develops and promotes a culture of college readiness through a K-12 curriculum. AVID Excel is an elective course specifically designed for Long-term English Learners (LTELs) in middle school. The focus of this elective is to meet the needs of Long-term English Learners with a goal of reclassification to Fluent English Proficient before high school and provide a pathway into high school AVID. The AVID Excel elective course will be expanded to include both seventh and eighth grade LTELs at each middle school in the 2019-20 school year.

## POLICY/ISSUE:

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

#### FISCAL IMPACT:

Not to exceed \$15,000 from Title III funds

#### **STAFF RECOMMENDATION:**

Approve the Advancement Via Individual Determination College Readiness System Services and Products Agreement to offer the AVID Excel elective course for seventh and eighth grade Long-term English Learners in 2019-20.

## **PREPARED BY:**

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

#### STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

• Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation.

**ACTION ITEM: 3.1-A** 

# **AVID Center Quote**



Quote #: Q-09037 15110 California Ave Paramount, CA 90723 Quote Prepared For:

**Paramount Unified School District** 

**AVID Representative: Hayley Steele** 

Phone: (858) 633-0081 Email: hsteele@avid.org

District Products				
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE	
2	AVID Excel Site and District Visitation Days	\$2,650.00	\$5,300.00	
1	AVID Excel District Virtual Professional Learning	\$1,250.00	\$1,250.00	
		District Products SUBTOTAL:	\$6,550.00	

Alondra Middle School				
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE	
1	AVID EXCEL Benefit Package	\$970.00	\$970.00	
	Alor	ndra Middle School SUBTOTAL:	\$970.00	

Frank J Zamboni School				
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE	
1	AVID EXCEL Benefit Package	\$970.00	\$970.00	
	Franl	k J Zamboni School SUBTOTAL:	\$970.00	

Hollydale School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$970.00	\$970.00
		Hollydale School SUBTOTAL:	\$970.00

Leona Jackson School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE

1	AVID EXCEL Benefit Package	\$970.00	\$970.00
	Leo	ona Jackson School SUBTOTAL:	\$970.00

Paramount Park School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$970.00	\$970.00
Paramount Park School SUBTOTAL:		\$970.00	

TOTAL:	\$11,400.00
plus all applicable taxes	

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

#### **Additional Comments:**

N/A

#### **AVID Standard Terms and Conditions**

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Paramount Unified School District ("Client").

#### **Article I. Definitions**

- 1.1. AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.
- 1.2. <u>AVID College Readiness System</u>: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID *for* Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3. <u>AVID Materials</u>: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4. <u>AVID Member Site</u>: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5. <u>AVID Methodologies</u>: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID *for* Higher Education.
- 1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included in Middle School and High School Libraries, if so ordered by Client).
- 1.7. <u>Service and Product Exhibits</u>: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

- 1.8. <u>Payment Terms</u>: The terms of when payment is due as listed in this Agreement.
- 1.9. Quote: The order document that is fully incorporated into this Agreement.

#### Article II. Period of Agreement

2.1. <u>Term:</u> The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote ("Term"). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

#### Article III. <u>Licenses and Proprietary Rights</u>

- 3.1. <u>Copyright License</u>: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.
- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.
- 3.2. **Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, nontransferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article

- 3.3. <u>Rights Reserved</u>: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or **AVID Methodologies.**
- 3.5. <u>Enforcement</u>: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.
- 3.6. <u>Proprietary Notices</u>: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8. <u>Compliance with Laws</u>: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

- Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.
- 3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

#### Article IV. <u>Compensation</u>

4.1. <u>Quotes—Invoicing and Payment</u>: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

#### Article V. Status of Parties

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

#### Article VI. <u>Authority</u>

6.1. <u>AVID Center Authority</u>: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

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

#### Article VII. <u>Termination</u>

- 7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement, Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2. <u>Termination Without Cause</u>: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3. <u>Cessation of Use</u>: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4. <u>Cumulative Remedies</u>: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

#### Article VIII. General Provisions

8.1. <u>Governing Law and Venue</u>: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action

- (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.
- 8.2. <u>Entire Agreement</u>: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3. <u>Limitation of Liability</u>: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4. <u>Force Majeure:</u> Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5. <u>Severability</u>: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6. <u>Attorney Fees</u>: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7. <u>No Assignment, Delegation or Transfer</u>: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8. <u>Notice</u>: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

- following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.
- 8.9. <u>Counterparts</u>: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10. <u>Waiver</u>: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

#### Article IX. Services and Products Exhibits

#### 9.1 AVID Excel Participation:

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

- Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules.
- Access to updates of curriculum and other resources,
- Access to phone, email, web conference support tailored to AVID Excel,
- Coordination with Client to collect, report, and analyze data from Participant schools,
- Access to ongoing AVID Excel development through various professional learning sessions and workshops,
- Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions.
- Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.
- (e) <u>Licensing Benefits</u>: Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.
- (f) Annual Participation/License Fee: Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.
- (g) AVID Methods: Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.
- (h) <u>Student Selection</u>: Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.
- (i) AVID Excel District Leader: In order to disseminate AVID effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site

- conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.
- (j) <u>District Virtual Professional Learning</u>: Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.
- (k) <u>District On-Site Professional Learning/Site Visitation Days</u>: Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.
- (I) Summer Institute: Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.
- (m) AVID Excel Curriculum Set(s): Client agrees to purchase at least two (2) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Ouote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are nontransferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
- (n) <u>Curriculum Shipment</u>: AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the

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

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

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Paramount Unified School District
Signature:		Signature:	
Print		Print	
Name:		Name:	rjeffrey@paramount.k12.ca.us
Title:		Title:	
Date:		Date:	
	AVID Center 9797 Aero Drive, Suite 100 San Diego, CA 92123		

Employer ID # 33-0522594

### Paramount Unified School District

**TO:** Ruth Pérez, Superintendent

FROM: Deborah Stark, Assistant Superintendent-Educational Services

**DATE:** March 18, 2019

SUBJECT: Summer School and Extended School Year Program for 2019

#### **BACKGROUND INFORMATION:**

The District will provide Summer School and Extended School Year (ESY) Programs for students as follows:

Grade in	General Education Summer School			
2019-20	Focus	Sites	Dates	Times
	(	Grades 1-5		
1-5	Support in foundational reading skills and language development for current K-4 students who are English Learners	Collins School Lincoln, Los Cerritos and Wirtz Schools	June 17-July 11 (1 session of 4 weeks)	8:30 am - 12:00 pm 8:00 am - 11:30 am
		Grades 6-8	1 -	
6-8	Academic Study Skills for current grade 5 - 7 students (6th grade will include orientation to middle school)	Alondra, Hollydale, Jackson, Paramount Park and Zamboni Schools	June 17-June 27 (1 session of 2 weeks)	8:00 am - 11:30 am
7-8	AVID Excel Summer Bridge for current grade 6 -7 Long Term English Learners	Alondra, Hollydale, Jackson, Paramount Park and Zamboni Schools	June 17-June 27 (1 session of 2 weeks)	8:00 am - 11:30 am
	G	rades 9-12		
9	-Courses required for graduation for outgoing 10 <sup>th</sup> grade students -Student enrichment courses for entering 9 <sup>th</sup> grade students -Summer Bridge for current 8 <sup>th</sup> grade students entering 9 <sup>th</sup> grade -ESY (Special Education) -Student enrichment courses (AP Human Geography/Administration of Justice pathway)	Paramount High-West Campus	June 17-July 5 and July 8-July 25 (2 sessions of 3 weeks)	8:00 am - 1:00 pm 8:30 am - 11:30 am
10	Courses required for graduation for current 9 <sup>th</sup> grade students	Odyssey STEM Academy	June 17-July 11 (1 session of 4 weeks)	8:00 am- 12:00 pm
10-12	-Courses required for graduation -Enrichment courses -Athletics -Online credit recovery courses	Paramount High-Senior Campus	June 17-July 5 and July 8-July 25 (2 sessions of 3 weeks)	8:00 am- 1:15 pm
10-12	-Online credit recovery for courses	Buena Vista High School	June 17-July 25 (1 session of 6 weeks)	9:00 am- 12:30 pm
9-12	-Courses required for graduation	Community Day School	June 17-July 25 (1 session of 6 weeks)	7:45 am- 1:30 pm

**ACTION ITEM: 3.2-A** 

Extended School Year (ESY) is offered on an as needed basis and as identified in the Individualized Education Plan (IEP) for students. Since ESY is a continuation of the school year, it differs from General Education Summer School Programs. Students who qualify for ESY continue the school year at their current grade level. General Education students are promoted at the end of the school year and attend summer school at the grade level for the next school year. The following ESY offerings will be provided:

Special Education Extended School Year				
Grade	Focus	Sites	Dates	Times
	Gra	ades Pre-K-5		
Pre-K-5	-Foundational skills in math and reading -IEP Goals	Collins School  Lincoln, Los Cerritos and Wirtz Schools	June 17-July 18 (1 session of 5 weeks)	8:30 am - 12:00 pm 8:00 am - 11:30 am
	(	Grades 6-8	<u> </u>	11.00 a
6-8	Academic Study Skills	Alondra, Hollydale, Jackson, Paramount Park and Zamboni Schools	June 17-June 27 (1 session of 2 weeks)	8:00 am - 11:30 am
	IEP Goals	Alondra Middle School	July 1-July 18 (1 session of 3 weeks)	8:00 am - 11:30 am
	Grades	9-Adult Transition		
9	-Credit Recovery -Summer Bridge -IEP Goals	Paramount High-West Campus	June 17-July 5 and July 8-July 25 (2 sessions of 3 weeks)	8:00 am - 1:00 pm 8:30 am - 11:30 am
10 -12	-Credit Recovery -IEP Goals	Paramount High-Senior Campus	June 17-July 5 and July 8 - July 25 (2 sessions of 3 weeks)	8:00 am- 1:15 pm
10-12	-Credit Recovery -IEP Goals	Buena Vista High School	June 17-July 25 (1 session of 6 weeks)	9:00 am 12:30 pm
Adult Transition	-Life Skills -IEP Goals	Community Day School	June 17-July 18 (1 session of 5 weeks)	7:45 am- 1:30 pm

### **POLICY/ISSUE:**

Board Policy 6146.4 - <u>Instruction, High School Graduation Requirements</u> Board Policy 6154.1 - Credit and Course Make-up

#### FISCAL IMPACT:

Estimated cost not to exceed \$800,000 from LCAP/Title I/Title III funds and \$400,000 from Special Education funds.

#### STAFF RECOMMENDATION:

Approve the 2019 Summer School and Extended School Year Program and authorize the employment of staff and purchase of materials and supplies.

#### PREPARED BY:

Renée Jeffrey, Director-K-5 School Support and Innovative Programs Gregoire François, Director-Secondary Education and Instructional Technology David Daley, Director-Special Education

#### STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation
- Goal 3: All students will possess the skills necessary to be successful in any career path

Focus Area 2: High Quality Teaching and Learning

• Goal 2: All students will read at grade level beginning in 3<sup>rd</sup> grade

### Paramount Unified School District

**TO:** Ruth Pérez, Superintendent

**FROM:** Deborah Stark, Assistant Superintendent-Educational Services

**DATE:** March 18, 2019

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 Paramount Unified School District elementary school student (2012002310) per their IEP, with an eligibility of other health impairment was unsuccessful in a district placement. The IEP team recommends placement at Rossier Park School with designated instructional services counseling and occupational therapy services as the least restrictive environment for the 2018-19 school year. The estimated cost not to exceed \$21,500.

A Paramount Unified School District middle school student (2010003337) per their IEP, with an eligibility of specific learning disability was unsuccessful in a NPS placement. The IEP team recommends placement at Spectrum Center School with DIS counseling as the least restrictive environment for the 2018-19 school year. The estimated cost not to exceed \$14,600.

#### POLICY/ISSUE:

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

#### FISCAL IMPACT:

Estimated cost not to exceed \$13,500 from special education funds and \$8,000 from mental health funds and \$14,600 from previously allocated 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.

#### PREPARED BY:

David Daley, Director - Special Education

**ACTION ITEM: 3.3-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.

### Paramount Unified School District

**TO:** Ruth Pérez, Superintendent

FROM: Deborah Stark, Assistant Superintendent-Educational Services

**DATE:** March 18, 2019

**SUBJECT:** Updated Mid-Cites Special Education Local Plan Area

#### **BACKGROUND INFORMATION:**

A Mid-Cities Special Education Local Plan Area (SELPA) is a consortium of school districts based on regions that provide a plan to address the needs of students with disabilities. Paramount, Bellflower and Lynwood Unified School Districts comprise the Mid-Cities (SELPA).

Currently, Los Angeles County of Education (LACOE) is the provider of regionalized programs and services for student with low incident disabilities in the Mid-Cities SELPA Local Plan. After June 2019, LACOE will no longer provide regionalized services and programs for students; the Mid-Cities and Downey-Montebello SELPAs will continue to maintain these same regionalized services and programs.

The attached Local Plan has been updated to reflect the transfer from LACOE to Mid-Cities and Downey-Montebello SELPAs to continue to provide the same services for students with low incidence disabilities in 2019-20. The Local Plan requires Board approval before submission to LACOE and the California Department of Education per Education Code 56100 and 56836.03.

#### POLICY/ISSUE:

Education Code 56100, 56140, 56195, 56195.1, 56195.3, 56195.5, 56836.03

#### FISCAL IMPACT:

None

#### STAFF RECOMMENDATION:

Approve the updated Mid-Cites Special Education Local Plan Area to continue to provide services for students with disabilities.

#### 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.

**ACTION ITEM: 3.4-A** 

## MID-CITIES SELPA

9526 Van Ruiten Street, Bellflower, CA 90706 • 562-462-8702

# Mid-Cities Special Education Local Plan Area

# LOCAL PLAN FOR SPECIAL EDUCATION

Approved by Mid-Cities Superintendents' Council February 27, 2019

MID-CITIES SELPA SELPA CODE: 1904

Serving the Bellflower, Lynwood, and Paramount Unified School Districts

### MID-CITIES LOCAL PLAN FOR SPECIAL EDUCATION

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## Participating Local Education Agencies

The Local Education Agencies participating in the Mid-Cities SELPA are as follows:

Bellflower Unified School District Lynwood Unified School District Paramount Unified School District

### Mid-Cities SELPA Local Plan Committee Participants

Ellen Gong-Guy	Interim SELPA Director	Mid-Cities SELPA
Tracy McSparren	Superintendent	Bellflower USD
Stacey Stewart	Assistant Superintendent of Special Education and Student Support Services	Bellflower USD
David Daley	Special Education Director	Paramount USD
Yvette Mayhorn-Harps, Ed.D.	Special Education Coordinator	Lynwood USD
Lavyddya Anderson	Program Administrator	Lynwood
Anne-Marie Sharp	Special Education Teacher	Bellflower USD
Gina Kasper	General Education Teacher	Paramount USD
Maricela Lopez-Havin	CAC Representative/ Program Administrator	Bellflower USD
Laura Fernandez	Parent-CAC Representative	Bellflower USD

#### GOVERNANCE AND ADMINISTRATIVE STRUCTURE

The Mid-Cities Special Education Local Plan Area (SELPA) is a multi-district SELPA comprised of three participating Local Education Agencies (LEAs) joined together to provide for the coordinated delivery of programs and services to students with special needs who reside in the area. The three districts include: Bellflower Unified School District, Lynwood Unified School District, and Paramount Unified School District. The Bellflower Unified School District is designated as the Administrative Unit (AU) as referred in Education Code 56205(a) (12) (D) (ii), also known as the Responsible Local Agency (RLA) for the SELPA as referred in Education Code 56030.

Governance of the Mid-Cities SELPA is composed of the Superintendents' Council (SC), the Administrator Council (AC), the Finance Committee (FC), and the Special Education Community Advisory Committee (CAC).

The governance structure of the SELPA is established by agreement among the Superintendents of the member LEAs. The governing body of the Mid-Cities SELPA is the Superintendent's Council. The SELPA Director may convene additional advisory committees as needed. The SELPA Director is responsible for coordination of the SELPA and implementation of the Local Plan. For the purpose of the Mid-Cities SELPA Local Plan, the term AU/RLA will be used.

#### • GOVERNANCE (Education Code 56205)

Each LEA will defend and indemnify the AU/RLA against, and will hold and save AU/RLA, its officers, agents, and employees harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivisions, or any other organization arising out of the operation or maintenance or other activities of the LEA or its agents, employees, or independent contractors under this agreement.

# • GOVERNANCE STRUCTURE AND ADMINISTRATIVE SUPPORT (Education Code 56140, 56195, 56195.1, 56195.3, 56195.5)

The LEAs within the Mid-Cities SELPA join together pursuant to Sections 56140 and 56195 of the California Education Code to adopt a Local Plan to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the Mid-Cities SELPA. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the Local Plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law. The function of the SELPA and participating LEAs is to provide a continuum of quality educational programs and services appropriate to the needs of each eligible student with a disability who reside within the Mid-Cities SELPA.

# • <u>SUPERINTENDENTS' COUNCIL</u> (<u>Education Code 56205(a)(12)</u> (<u>D)(i)</u>, <u>56195.1</u>, <u>56205(b))</u>

The Superintendents' Council is composed of the Superintendents from each of the three LEAs within the SELPA. Superintendents may participate via telephone or video conferencing, pursuant to the provisions of the Brown Act, if unable to attend a meeting. All Superintendents' Council members have one vote and decisions will be made by a majority vote, except in circumstances where state or federal mandates require a unanimous vote. A quorum shall consist of two members in attendance. A chairperson shall be elected annually. The SELPA Director serves as Secretary to the Superintendents' Council. The SELPA Director will prepare each agenda, with consultation from the chairperson, and all required materials.

The Superintendents' Council shall meet a minimum of six times per year. All meetings of the Council shall be noticed and conducted in compliance with the Brown Act and other applicable laws. Meeting notices shall be sent to all Mid-Cities SELPA Superintendents and others as requested.

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the Local Plan, may address questions or concerns to the Superintendents' Council at a regularly scheduled meeting.

The Superintendents of each participating LEA, or chief official in the case of a charter school approved as a LEA by the SELPA Superintendents' Council, shall be responsible for special education programs operated by the LEA and for implementing all requirements of the Local Plan.

A charter school that operates as its own LEA for special education purposes shall participate in the governance of the SELPA in the same manner as all LEAs.

Superintendents' Council responsibilities shall include, but not limited to:

- 1. Recruit, select, supervise, and evaluate the SELPA Director.
- 2. Provide leadership to the SELPA regarding the development, revision, implementation, and review of the Local Plan.
- 3. Take action to approve or deny annual budget and service plans at a public hearing scheduled at a Superintendents' Council meeting in compliance with all legal mandates.
- 4. Take action to approve or deny SELPA-wide policies, administrative regulations, procedures, resolutions, local interagency agreements, and guidelines for the management and implementation of special education programs and services within the SELPA. Each member shall assume responsibility for communication and presentation to their respective governing boards of the adopted policies and procedures.
- 5. Provide direction and approval of SELPA budgets and SELPA provided services.
- 6. Provide direction to the SELPA Director for regionalized and program specialist services.
- 7. Review, approve and monitor the allocation of federal, state, and local funds to LEAs. Approve revisions to the allocation plan as required.
- 8. Take action to approve or deny requests for program transfers.
- 9. Establish and promote a Community Advisory Committee (CAC); review and consider comments from the CAC.

#### SELPA DIRECTOR

The fundamental role of the SELPA Director is to direct all SELPA staff, as well as provide leadership and facilitate the decision making process. The SELPA Director's role includes the provision of information, specific services identified by the Superintendents' Council, technical

assistance, leadership, and arbitration. It is the SELPA Director's responsibility to represent the interests of the SELPA as a whole without promoting any particular LEA interest over the interest of any other agencies. In the event there are differences of opinions and/or positions on issues, it is the SELPA Director's responsibility to mediate a reasonable resolution of the issue(s).

The AU/RLA shall be responsible for the selection, direction, monitoring, discipline, and annual evaluation of the SELPA Director. The AU/RLA shall be assisted in the hiring and selection process by the Superintendent's Council. It is understood that this includes responsibility for any allegations of violations arising under the federal and state equal employment law.

The SELPA Director is subject to the AU/RLA policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the Superintendents' Council. The SELPA Director is evaluated by all Superintendents from the Superintendents' Council.

The SELPA Director carries out the SELPA's obligation to assure equal access to all programs and services in the SELPA and provides advice to members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the Local Plan, on the availability of established due process and legal service options and procedures. In cooperation with the California Department of Education (CDE), the SELPA Director provides information to ensure that all special education pupils receive appropriate due process and procedural safeguards as provided by law.

The SELPA Director's responsibilities include, but are not limited to:

- 1. Establish and maintain a positive relationship with all members of the SELPA; ensure all students have access to a full continuum of educational programs.
- 2. Coordinate implementation of all components of the Local Plan.
- 3. Develop, update, and submit adopted annual budget and service plans that have been presented at a SELPA public hearing.
- 4. Oversee the recruitment, supervision, and evaluation of SELPA designated staff.
- 5. Gather input from LEA program and business staff to formulate policy and procedure recommendations for Superintendents' Council action related to the distribution of state and federal funds among the LEAs.
- 6. Meet with LEA program and business staff regarding special education program needs, policies, procedures, agreements, and forms; and the development and implementation of personnel development programs.
- 7. Provide LEA program staff with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum scope and sequence, student performance targets, assessments, instructional best practices, day-to-day operations, personnel development, and procedural safeguards.
- 8. Develop and maintain interagency agreements with appropriate public agencies to ensure a full range of special education programs and services.
- 9. Ensure appropriate use of federal, state, and local funds allocated for special education.
- 10. Prepare program and fiscal reports required by the LEAs, SELPA, and CDE, manage the CALPADS or other required data system to comply with all Federal and State requirements through cooperative and collaborative efforts by member LEAs.
- 11. Provide technical assistance and consultation to LEAs and parents in all areas of special education, including complaint and due process procedures.
- 12. Adopt and implement a management information system.
- 13. Coordinate, schedule, and attend meetings of the SELPA Administrator of California Meetings, Superintendents' Council, Administrative Council, Finance Committee, Greater

- Los Angeles Area SELPAs (GLAAS) and other SELPA Committees.
- 14. Provide technical assistance to the LEAs with non-public schools and agencies, including distribution of the Master Contract.
- 15. Supervise programs as directed by the Superintendents' Council.
- 16. Inform the Superintendents of the status of the special education programs.
- 17. Inform the Superintendents of significant special education updates from the local, state, and federal level.
- 18. Serve as Secretary to the Superintendents' Council.
- 19. Conduct annual private school meetings.

### • COMMUNITY ADVISORY COMMITTEE (CAC) (Education Code 56205(a)(12)(c)

The Mid-Cities SELPA Community Advisory Committee (CAC) serves in an advisory capacity. CAC membership includes parents of individuals with exceptional needs enrolled in public or private schools, parents of other students enrolled in member LEAs, students with disabilities, adults with disabilities, general education teachers, special education teachers, other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. At least a majority of the CAC shall be composed of parents of students enrolled in schools participating in the Local Plan, and at least a majority of such parents shall be parents of individuals with exceptional needs.

CAC members shall be appointed by LEA governing boards. Selection of members of the Community Advisory Committee will be the responsibility of each administrator of special education acting for the local board, and with its approval. The SELPA Director or designee serves as an ex-officio member of the CAC and acts as the liaison between the CAC and the Superintendents' Council.

### CAC responsibilities include:

- 1. Advise the Superintendents' Council and the Administrative Council regarding the development, amendment, and the review of the Local Plan.
- 2. Recommend annual priorities to be addressed by the SELPA.
- 3. Assist in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
- 4. Encourage community involvement in the development of the Local Plan.
- 5. Support activities on behalf of individuals with exceptional needs.
- 6. Assist in parent awareness of the importance of regular school attendance.

The CAC shall have regularly scheduled meetings not less than two times per year. All meetings of the CAC shall be held according to law. Member LEAs will post all announcements of CAC meetings and activities at each LEAs district office.

## • LOCAL EDUCATION AGENCY ADMINISTRATORS (Administrative Council) (Education Code 56205(a)(12)(D)(ii)(III))

LEA members of special education that constitute the Administrative Council are responsible for the coordination of special education services and programs within their agencies and for the implementation of the Local Plan.

The Administrative Council acts as an advisory body to the SELPA Director and Superintendents' Council. Its members consist of a special education administrator/designee from each participating LEA, and when appropriate representatives from facilities and business divisions. Administrative Council meetings are held no less than eight times per year.

The purpose of the Administrative Council is to provide input to the SELPA Director regarding special education program/service needs, policies and procedures, agreements and forms, as well as the planning and implementation of personnel development programs. Meetings of the Administrative Council also provide participants with a venue for sharing ideas and best practices.

Responsibilities of the Administrative Council include but are not limited to:

- 1. Provide information and recommendations for the development, modification, and implementation of the Local Plan to the Superintendents' Council.
- 2. Develop and implement procedures for the identification, referral, assessment, IEP development, and placement of individuals with disabilities as established by the Local Plan.
- 3. Develop forms, procedures, and recommendations for programs and services for review, modification, and approval by the Superintendents' Council.
- 4. Review, modify, and recommend an annual budget for SELPA operations, including Regional Services and Program Specialist allocations for review, modification, and approval by the Superintendents' Council.
- 5. Recommend and monitor in-service/staff development programs, including parent education activities, for review, modification, and approval by the Superintendents' Council.
- 6. Provide recommendations for membership for the CAC; providing resources to the CAC. (EC56205) (a)(c).
- 7. Develop the Annual Service Plan for approval by the Superintendents' Council.
- 8. Provide input on the SELPA allocation plan and the impact on the special education programs and services; monitoring appropriate use of federal, state, and local funds allocated for special education.
- 9. Prepare programs and reports mandated by the LEAs, SELPA, and CDE.
- 10. Advise the SELPA Director on issues of provision of special education programs and services throughout the SELPA.
- 11. Review the outcome of due process hearings and complaints, and if a pattern develops, make appropriate recommendations to the Superintendents' Council.
- 12. Provide leadership and support in order to implement the Local Plan.
- 13. Acts as liaison to parents, community resources, other LEAs, the SELPA Director, and Superintendents' Council.
- 14. Develop, review, approve, and submit required reports by the federal government, and/or CDE.
- 15. Provide direction and leadership in the development, implementation, and evaluation of quality programs and services for special needs students, including needed policy revisions.
- 16. Participate in the development of appropriate special education services, which will ensure services are provided when specified in the student's IEPs and students with disabilities will have access to educational opportunities as students without disabilities.
- 17. Coordinate and facilitate the day to day participation of LEA special education personnel and utilizing other available resources to improve special education services in accordance with the provisions of the Local Plan and the decisions made by the Superintendents' Council.

#### • FINANCE COMMITTEE

Each participating LEA appoints a person to the Finance Committee who is knowledgeable in the area of special education finance. Members of the Administrative Council are also invited to attend Finance Committee meetings. The duties of the Finance Committee include, but are not limited

#### to, the following:

- 1. Provide information and recommendations for the development, modification, and implementation of the SELPA Funding Allocation Plan to the Administrative and Superintendents' Councils.
- 2. Review and make recommendations to the Administrative and Superintendents' Councils regarding decisions that impact the finances of LEAs.
- 3. Provide input on the Annual Budget Plan for consideration by the Administrative Council and approval by the Superintendents' Council.

The Finance Committee may be requested by the Superintendents' Council to provide advice or assistance in other areas as needs are identified within the SELPA.

The Finance Committee shall have regularly scheduled meetings no less than four times per year. A combined Administrative Committee and Finance Committee meeting may constitute a regularly scheduled meeting. The SELPA Director serves as the chairperson of the committee and is responsible for providing timely written notice of the meeting and agenda, notes for the meeting, and additional documentation as needed to provide for informed decision making.

A representative of a charter school that operates as its own LEA for special education purposes may be appointed to participate on the Finance Committee in the same manner as all LEA representatives.

## • REGIONALIZED SERVICES AND OPERATIONS (Education Code 56836.23, 56368, 56205,56206)

The SELPA shall ensure that all functions listed below are performed in accordance with the description set forth in its Local Plan:

- 1. Coordination of the SELPA and the administration of the Local Plan.
- 2. Coordinated system of identification and assessment.
- 3. Coordinated system of procedural safeguards.
- 4. Coordinated system of staff development and parent education.
- 5. Coordinated system of curriculum development and alignment with the core curriculum.
- 6. Coordinated system of internal program review, evaluation of the effectiveness of the Local Plan and implementation of a Local Plan accountability mechanism.
- 7. Coordinated system of data collection and management.
- 8. Coordination of interagency agreements.
- 9. Coordination of services to medical facilities.
- 10. Coordination of services to licensed children's facilities and foster family homes.
- 11. Preparation and transmission of required SELPA reports.
- 12. Fiscal and logistical support of the Community Advisory Committee.
- 13. Coordination of transportation services for students with disabilities.
- 14. Coordination of career, vocational, and transition services.
- 15. Assurance of full educational opportunity.
- 16. Fiscal administration and the allocation of state and federal funds.
- 17. Direct instructional support provided by program specialists.
- 18. Direct programmatic support provided by behavior specialists/mental health specialists.
- 19. Coordination of the distribution and assignment of specialized equipment and services.
- 20. Coordination of services to individuals with exceptional needs in juvenile court schools or county community schools pursuant to EC 56150.

It shall be the policy of this SELPA and its LEAs that the Local Plan shall be adopted by the appropriate local board(s) (LEAs/county) and is the basis for the operation and administration of special education programs; and that the agencies herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the federal Individuals with Disabilities Education Act (IDEA) (20 U.S.C. Sec. 1400 et seq.), Section 504 of the federal Rehabilitation Act of 1973 (Section 504) (29 U.S.C. Sec. 794), the federal Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. Sec. 12101 et seq.), federal regulations relating to the IDEA, Section 504 and the ADA and the provisions of the California Education Code. A list of LEA Assurances approved by the CDE is on file at the LEA offices and incorporated by this reference.

#### ROLES AND RESPONSIBILITIES OF PARTICIPATING ENTITIES

• FUNCTIONS OF THE AU/RLA (Education Code 56195, 56195.1(b)(3)(c)(2) 56205

#### (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV)

Included in Exhibit A is a letter from the Los Angeles County Office of Education (LACOE) that clarifies LACOE is giving the AU/RLA role and responsibilities to a district as LACOE will no longer be a member of the Mid-Cities SELPA.

Beginning the 2019-2020 school year, the Bellflower Unified School District is designated as the Administrative Unit (AU) also known as the Responsible Local Agency (RLA) for the Mid-Cities SELPA. It shall be responsible for functions such as, but not limited to:

- 1. The AU Superintendent shall serve as a member of the Superintendents' Council.
- 2. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
- 3. Receipt and distribution of federal and state special education funds per the SELPA allocation plan.
- 4. The employment of staff in accordance with direction from the Superintendents' Council for functions the SELPA is required to provide.
- 5. Establish a separate account for SELPA use. All SELPA revenues including earned interest shall be deposited in the SELPA fund as designated by the SELPA Director.
- 6. The AU shall not access SELPA funds or accounts for transfer, payment, deduction, or any other activity without specific prior written authorization of the SELPA Director.
- 7. Employ classified personnel in support of SELPA certificated staff.
- 8. Establish appropriate record keeping procedures to be followed by each LEA for the purpose of maintaining accurate fiscal and accounting records in accordance with state and federal requirements, and submit required reports to the appropriate authorities.
- 9. Provide administrative and departmental support, including purchasing, human resources, information technology, operations, and maintenance.
- 10. Identification and maintenance of appropriate office and working space for all SELPA staff.

#### • LOCAL EDUCATION AGENCY (Education Code 56195.1(b)(2), 56195.5, 56207)

In adopting the Local Plan, each participating LEA agrees to carry out the duties and responsibilities assigned to each agency within the Local Plan, or which may be delegated at a later date through an agreement of the participating agencies. The LEAs will ensure equal access to programs and services to eligible persons requiring special education in the service region, including students attending charter schools where that LEA of the SELPA has granted that charter. The Local Plan was designed to be fair and equitable to all agencies to continue the commitment to provide high quality programs for students, including students attending charter schools where that LEA of the SELPA has granted that charter.

In addition, each LEA shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of residence programs. Such cooperation ensures that a range of program options is available throughout the Mid-Cities SELPA.

Any participating LEA may provide for the education of special education students in special education programs maintained by other districts or counties, and may include within the special education program students who reside in other SELPA districts or counties.

LEA responsibilities include, but are not limited to:

1. Coordinating and conducting child find activities.

- 2. Making available a Free Appropriate Public Education (FAPE) to all children residing in the LEA between the ages of birth to 22, including students with disabilities who have been suspended or expelled from school.
- 3. Developing and providing programs and services for all eligible students residing in the district and for students attending private schools located in the district.
- 4. Identifying and serving students in medical, foster or Licensed Children's Institute (LCI) facilities.
- 5. Participating in state/district-wide assessments.
- 6. Operating all special education programs and services in accordance with state and federal laws and regulations.
- 7. Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings.
- 8. Utilizing a management information system, that complies with the requirements of the CDE.
- 9. Disseminating and post required information including training, CDE directives, and postings required to comply with the Brown Act.
- 10. Collecting and completing state and federal report requirements in a timely manner; including California Longitudinal Pupil Achievement Data System (CALPADS) reports, performance indicator reviews, comprehensive reviews, and other required reports and reviews.

#### • LEA GOVERNING BOARDS (Education Code 56195.1, 56195.5)

LEA Governing Boards shall:

- 1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the LEA.
- 2. By approving the Local Plan, enter into an Agreement for Participation with other LEAs participating in the plan, for purpose of delivery of regional services and programs.
- 3. Review and approve revisions of the Mid-Cities SELPA Local Plan.
- 4. Participate in the governance of the Mid-Cities SELPA through their designated representative to the Superintendents' Council. The Governing Boards provide the designated Superintendents' Council member with the authority to act as the Board designee to approve and amend policies as necessary.
- 5. Adoption of policies and procedures for special education programs and services within their LEA.
- 6. LEA compliance with all elements of the Local Plan.
- 7. Approval of CAC representatives.

#### • <u>LEA SUPERINTENDENT</u>

The Superintendent of each LEA is responsible to their respective Governing Board. Each Superintendent shall:

- 1. Serve as a member of the Superintendents' Council.
- 2. Assist in the identification of special education program and service needs for the SELPA through participation on the Superintendents' Council.
- 3. Communicate SELPA information to their Governing Board.

### • <u>LEA SPECIAL EDUCATION ADMINISTRATORS</u>

LEA special education administrators are responsible for the coordination of the special education

services and programs within their agencies and for the implementation of the Local Plan within their LEAs.

#### • SELPA STAFFING (Education Code 56205 (a) (12)(D)(ii))

The Governing Board of each of the participating LEAs agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the AU/RLA for the administration of the Local Plan and its implementation. In Mid-Cities SELPA, Bellflower Unified School District is the AU/RLA. The Boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

In reviewing and approving the SELPA budgets on an annual basis, the Superintendents' Council designates the staffing for the SELPA office upon recommendation of the SELPA Director, Administrative Council and Finance Committee.

SELPA staff shall be employed by the AU/RLA and supervised by the SELPA Director according to the AU/RLA's policy and practices. The SELPA Director shall use a selection process that is in accordance with the law and personnel policies of the AU/RLA.

The supervision of Mid-Cities SELPA staff will be determined by the SELPA Director.

#### • FISCAL CONSULTANT

The Fiscal Consultant is the primary financial support employed by the AU/RLA. The Fiscal Consultant is responsible for the development, implementation, and maintenance of fiscal operations and procedures as well as the analysis of fiscal data and the preparation of fiscal and budgetary reports in support of SELPA operations.

#### • FISCAL CONSULTANT SERVICES

Accounting services are provided in the areas of excess cost billings, audit procedures, and other areas of special education finance.

#### • MANAGEMENT INFORMATION SYSTEM (MIS)

The SELPA is responsible for effective collection and maintenance of data relevant to program, placement of children, and other data required by state and federal mandates.

#### • COUNTY OFFICE OF EDUCATION (EC56140)

The Mid-Cities SELPA shall submit the Local Plan to the Superintendent of the Los Angeles County Office of Education for approval. If the County Superintendent does not approve the plan, the County Office shall return the plan with comments and recommendations to the LEAs. The LEAs participating in the plan may appeal the decision to the Superintendent of Public Instruction (E.C. 56140(b) (2)).

#### • OTHER SELPA COMMITTEES

The SELPA Director may convene informal special focus advisory committees in areas such as program development, SELPA adoption of student information systems, development and revision of IEP forms, and interagency agreements. Each committee will meet only as long as necessary to complete a specific task.

#### ADDITIONAL ELEMENTS OF THE LOCAL PLAN

• METHOD OF DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code

#### 56205(a) (12) (D)(ii), 56205 (b)(1) and 56195.7 (h))

All federal and state special education funds shall be allocated to the SELPA for distribution to LEAs according to an approved Special Education Funding Allocation Plan (FAP). The Superintendents' Council shall make any changes to the allocation of federal and state special education funds. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the FAP.

# • RESPONSIBILITIES FOR DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code 56195, 56195.1 (b)(3))

The Governing Boards of the LEAs participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Superintendents' Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEA to carry out their responsibilities. The SELPA shall be responsible for the distribution of the funds according to an approved Special Education (FAP). The SELPA Director is responsible to ensure that the funds are distributed in accordance with the FAP. The FAP is incorporated on this Local Plan by reference.

# • MONITORING THE USE OF SPECIAL EDUCATION FUNDS (Education Code 56205(a)(12)(ii)(IV))

It is the intent of the SELPA that the needs of students with disabilities as identified in the IEP shall be met. Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

- 1. For the costs of special education and related services, supplementary aids, and services.
- 2. Services provided in a general education setting or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more children without disabilities benefit from these services.
- 3. To develop and implement a fully integrated and coordinated services system.

The SELPA Director and the AU/RLA shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. The Superintendents' Council through the Annual Budget Plan process shall make the final determination and take action regarding the appropriate use of special education funds.

## • MAINTENANCE OF EFFORT / SUPPLEMENTATION OF FEDERAL AND STATE FUNDS

The SELPA member LEAs acknowledge the obligation to maintain the level of general fund contribution toward the provision of special education services at a level equal to or greater than that of the prior year (aka Maintenance of Effort or MOE), in compliance with state and federal mandates. Funds received under Part B of the IDEA shall not be used, except in specified situations, to reduce the level of expenditures for the education of children with disabilities, on an aggregate or per capita basis, made by an LEA from state and local funds below the level of those expenditures for the preceding fiscal year made from the same sources.

The SELPA shall comply with MOE regulations requiring that federal funds be used only to pay the excess costs of providing special education and related services to children with disabilities and to supplement and not supplant state and local funds for special education. (Title 34 Code of Federal Regulations sections 300.203-300.205).

The AU/RLA, as the grantee of federal funds from the State Department of Education, shall distribute all or part of the federal funds received to participating LEAs within the SELPA through

a sub-granting process and shall annually conduct and report to the State Department of Education the required MOE information. The LEAs within the SELPA shall annually compile and submit to the SELPA budget and expenditure information including Special Education Maintenance of Effort Actual (SEMA) and Special Education Maintenance of Effort Budget (SEMB) comparisons as adopted and defined by the CDE.

For the purpose of MOE, the SELPA AU/RLA is the recipient of the federal funds from CDE and is, in turn, a grantor of all, or part, of those funds as sub-grants to participating LEAs.

#### • ANNUAL BUDGET PLAN (Education Code 56205(b)(1))

The SELPA shall adopt an annual budget plan at a public hearing scheduled at a Superintendents' Council meeting in compliance with all legal mandates. Each member LEA will post the written notice for the public hearing at each school site located within the Local Plan area at least 15 days prior to the hearing. This posting will allow access for the staff, parents, and general public. Upon approval by the Superintendents' Council, this document will be submitted to the CDE.

The Annual Budget Plan shall identify expected income and expenditures as required by state and federal laws, including describing the distribution of funds for the purpose of providing for the Mid-Cities SELPA administrative costs, special education services to students with severe and non-severe disabilities, low incidence disabilities, supplemental aids and services for students with disabilities in general education classrooms and environments, regionalized operations and services, the use of property taxes and the provision of services to all students with disabilities residing within the Local Plan area between the ages of birth to 22.

#### • USE OF PROPERTY TAX

LACOE will continue to allocate property taxes to the SELPA. Property taxes are then allocated to LEAs based on ADA.

#### • DEVELOPMENT OF THE ANNUAL SERVICE PLAN (Education Code 56205(b)(2))

The SELPA shall adopt an Annual Service Plan at a public hearing scheduled at a Superintendents' Council meeting in compliance with all legal mandates. Each member LEA will post the written notice for the public hearing at each school site located within the Local Plan area at least 15 days prior to the hearing. The Annual Service Plan may be revised during any fiscal year according to the SELPA policy-making process and consistent with law.

The Annual Service Plan shall include a description of services to be provided by each LEA and/or service providers, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by districts, and juvenile court schools, regardless of whether the district is participating in the Local Plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their IEP.

# • PREPARATION OF PROGRAM AND FISCAL REPORTS (Education Code 56205 (a)(12)(D)(ii)(V))

The SELPA Director, with the assistance of the Fiscal Consultant, Administrative Council, Fiscal Committee, and AU/RLA shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

• PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56195.7 (a), 56205 (a)(12)(D)(ii)(III), 56205(b)

#### (1)(C)(E), 56205(b) (1)(D), 56303)

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education, throughout the geographic region of the SELPA. Access to services is through each of the LEAs. The referral, assessment, and IEP process is utilized to identify the needs of each individual student with disabilities. The LEAs have committed to policies and procedures to assure that students will have their rights to appropriate supplemental aids and services provided in the least restrictive environment. A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and where appropriate, utilized.

#### PROGRAMS FOR EARLY CHILDHOOD PART C

The Mid-Cities SELPA shall ensure LEAs provide early intervention services consistent with mandates. In addition, the LEAs shall serve children who have solely a low incidence disability. Enrollment of additional, eligible children up to the programs funded capacity shall occur, per the interagency agreement with local regional centers. The priority is for these dually eligible infants.

The individual LEA where the eligible student resides will provide services or contract with or participate in a Regional district program that provides such required services. Services will include center and home based services and parent education support. Each LEA will ensure all staff working with eligible students or conducting assessments are trained.

#### • REQUEST FOR SELPA MEMBERSHIP - CHARTER SCHOOL POLICY

#### Charter School as a LEA within the SELPA

Approval for membership into the SELPA shall be by any majority vote of the voting members of the Superintendents' Council. Such membership requires the applicant to agree to the provisions of the current SELPA Local Plan, including policies agreements, and the Funding Allocation Plan approved by the SELPA governance structure. Such adoptions of the current Local Plan shall not require reauthorization of the Local Plan by all members. Such membership shall be indicated via the addition of the new member's name of the Local Plan and any agreement without new approvals by other members.

In addition, the member must adopt local policies and administrative regulations or procedures sufficient to support the Local Plan and in compliance with state or federal review. Failure to comply with the criteria listed below will result in the withholding of any funding allocations or portions of allocation until compliance of those items is completed.

The independent Charter School deemed as an LEA is required to assure compliance with all requirements of the SELPA Local Plan approved Amendments, and policies outlined in the Local Plan and Appendix, including:

- 1. Meet the terms of the agreement regarding assurances of the Local Plan.
- 2. Meet the terms of agreement regarding Due Process and Complaints.
- 3. Meeting the terms of the agreement regarding the Annual Budget and Service Plan.
- 4. Meeting the terms of the agreement regarding unreimbursed costs as specified in the Participants' Agreement.
- 5. Meet terms of Participants on the Superintendents' Council.

Once deemed a LEA for the purpose of special education, the charter school will be responsible for and entitled to the following:

- 1. Charter schools designed, as a LEA for special education shall have voting rights on the Superintendents' Council of the SELPA.
- 2. Participate in the Administrative Council, Community Advisory Committee, and Finance Committee in the same manner as other districts within the SELPA.
- 3. Receive state and federal funding for special education in the same manner as other districts within the SELPA per the approved Funding Allocation Plan.
- 4. Responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, nonpublic school/agency placements, inter-intra SELPA placements, due process proceedings, complaints, and attorney fees.
- 5. Document that all state and federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state, and local funds apportioned to charter school.

#### **Procedure for Conflict Resolution**

Issues concerning governance and administration will be reviewed by the Administrative Council and referred to the Superintendents' Council for resolution.

#### • READING LITERACY

Each LEA shall ensure that all eligible students with disabilities will participate in the state adopted reading initiatives in order to improve the student's educational results. Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

- 1. Information about current literacy and learning research.
- 2. State adopted standards and frameworks.
- 3. Increased participation of students with disabilities in statewide student assessments.
- 4. Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

#### • ACCESS TO CORE CURRICULUM

Each LEA shall ensure that student with disabilities will have access to:

- 1. All required core curriculum including state adopted core curriculum and district approved supplementary materials.
- 2. Instructional materials and support.

#### • COORDINATION WITH OTHER AGENCIES

Interagency agreements and/or memorandums of understanding necessary to support the implementation of the Local Plan, and as required by legal mandates, have been developed with the Harbor Regional Center and South Central Los Angeles Regional Center. Other interagency agreements and/or memorandums of understanding will be developed as needed. Copies of these documents can be requested through the SELPA office.

Copies of these documents can be requested through the SELPA office.

#### POLICIES, PROCEDURES, AND LOCAL AGREEMENTS

SELPA policies, procedures, and local agreements necessary to support the implementation of the Local Plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the SELPA office.

#### • LOW INCIDENCE / SPECIALIZED EQUIPMENT AND SERVICES

The Mid-Cities SELPA serves all pupils, ages 0-22, which are identified as individual with exceptional needs, including those identified as having "low incidence" disabilities. It is the policy of the SELPA to follow all related federal and state laws related to low incidence disabilities. It is the policy of the SELPA to ensure that access to the lease restrictive environment is assured for all pupils, including those with low incidence disabilities.

Low Incidence funds may be used for all pupils with low incidence disabilities as defined by law (hearing impairments, visual impairments, severe orthopedic impairments or any combination thereof) where an IEP team has determined the pupil meets eligibility requirements for a low incidence disability. Specialized equipment and/or services must be recommended in the student's IEP.

The SELPA Funding Allocation Plan (FAP) outlines the distribution of the Low Incidence funds.

# • <u>SELECTION OF REPRESENTATIVES FOR DEVELOPMENT OF THE LOCAL PLAN (Education Code 56195.3)</u>

The Local Plan is developed and updated cooperatively by a SELPA Local Plan Committee of representatives of special and general education teachers, administrators, representatives of charter schools selected by the groups they represent and with participation by the chair of the CAC to ensure adequate and effective participation and communication. Teacher participants shall be selected by their peers. General education and special education administrators shall be selected by the representative Superintendents. Directors of independent charter schools shall be requested to select a representative to serve on the SELPA Local Plan Committee. The SELPA Director or designee will serve as a committee chairperson.

#### • AMENDMENTS/REVISIONS TO THE LOCAL PLAN

The SELPA Director shall be responsible for coordinating the development of any proposed amendments or revisions to the Local Plan.

Amendments to the permanent portion of the Local Plan may be considered at any time. Local Plan options will be considered based on size and scope. The Superintendents' Council may adopt changes to the Local Plan on an interim basis, not to exceed one school year. Amendments require the approval of each LEA Governing Board. Following approval by all LEA Governing Boards, the SELPA will submit the Local Plan to the County Office of Education and the CDE for submission to the State Board of Education.

The Local Plan will be reviewed and updated cooperatively by a committee of representatives of special and regular teachers and administrators selected by the group they represent and with input from the CAC.

Should the SELPA elect an alternative option with regards to the Local Plan, California Education Code Sections 56195.1 and 56195.3 shall be followed.

### • PUBLIC ADDRESSING THE GOVERNING BODY

Members of the public, including parents or guardians of students with disabilities, may address

questions or concerns to the Governing Board of each LEA, the Superintendents' Council, the LEA Special Education Director, the SELPA Director, and/or the CAC.

#### • PUBLIC PARTICIPATION (Education Code 56205(b)(5))

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the Local Pan are informed of and invited to a public input meeting to discuss the plan. Notification of the public input meeting date is posted in member school districts for two weeks prior to the meeting date. The Local Plan is also presented as a discussion item at appropriate governance meetings. Members of the public, including parents or guardians of students with disabilities, may address, through standardized procedures, questions or concerns to the Governing Board of the LEAs, the Superintendents' Council, Administrative Council, Finance Committee, and any subcommittees of these governance groups.

#### • WITHDRAWAL FROM SELPA (Education Code 56195.3(b))

Any member LEA, including a LEA charter school, that wishes to withdraw from membership in the Mid-Cities SELPA, may submit a written request to the Superintendents' Council and the CDE of its intent to withdrawal from the SELPA at least one year and one day prior to the proposed date of the effective implementation to the alternative plan. Once the request is received, the Superintendents' Council will determine whether the withdrawal constitutes a program transfer and the effect of size and scope of the withdrawing LEA and remaining members. Any LEA initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained by the LEA or SELPA to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from SELPA shall be born entirely by the LEA initiating the change.

Withdrawal from membership shall not entitle such withdrawing member LEA to any partition of property then held by Mid-Cities SELPA, or any return of contribution toward the acquisition of property. The Superintendents' Council may, at its discretion, determine the reasonable value and reimburse the withdrawing member LEA for such member's proportionate interest in such property or equipment. In the event a member LEA withdraws from Mid-Cities SELPA and desires to keep, maintain, and operate any equipment or structure owned by Mid-Cities SELPA, the Superintendents' Council in its discretion, may determine the reasonable value of such equipment or structure and affix the amount of reimbursement to be paid by the withdrawing member, subject to such offset or adjustment to be credited for the member's share of the original acquisition cost of such equipment or structure as the Superintendents' Council shall determine to be fair and reasonable.

#### • PROGRAM TRANSFERS WITHIN THE SELPA (Education Code 56207)

Any LEA initiating a transfer of educational programs and services already in operation within the SELPA shall follow appropriate Education Codes. In the event a LEA desires to initiate program or services transfers, a transfer planning committee made up of all SELPA governance members shall address, at a minimum, all of the following: pupil needs, the availability of the full continuum of services to affected pupils, the functional continuation of the current IEPs of all affected pupils, the provision of service in the least restrictive environment from which affected pupils can benefit, the maintenance of appropriate support services, the assurance that there will be compliance with federal and state laws and regulations as well as SELPA policies, and the means through which parents and staff were represented in the planning process.

The day on which the transfer of programs will take effect may be no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the Superintendents' Council, unless the Superintendents' Council unanimously approves the transfer take effect on the first day of the first year following the date of receipt of notification.

The approved SELPA guidelines for program transfer will be followed by SELPA staff as well as all affected agencies. Alternate dispute resolution pursuant to Education Code 56205 (d) will be utilized if either sending or receiving agency disagrees with the proposed transfer. All costs associated with due process actions will be paid by the agency initiating the program or service transfer.

#### • DISPUTE RESOLUTION

In the event of a disagreement between LEAs and/or the AU/RLA and the SELPA regarding the distribution of funds, responsibility for service provision and any other governance activities specified in the Local Plan, the dispute resolution process included in the SELPA policies shall be followed. This procedure is intended to resolve disagreements in a mutually satisfactory manner and at the lowest level possible in the governance structure outlined in the Local Plan without undermining LEA authority.

# Exhibit A

LEA Assurances



### Paramount Unified School District

15110 California Ave., Paramount, CA 90723

Special Education Local Plan Area

#### BOARD OF EDUCATION

CARMEN GOMEZ

YESENIA CUARENTA Vice President

SONIA DE LEON

LINDA GARCIA

VIVIAN HANSEN

#### 1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])

**Local Educational Agency Assurances** 

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

#### 2. Full educational opportunity (20 U.S.C. § 1412 [a][2])

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to nondisabled children.

#### 3. Child find (20 *U.S.C.* § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

#### 4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 *U.S.C.* § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

#### 5. Least restrictive environment (20 U.S.C. § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

#### 6. Procedural safeguards (20 *U.S.C.* § 1412 [a][6])

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

#### 7. Evaluation (20 *U.S.C.* § 1412 [a][7])

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

#### 8. Confidentiality (20 *U.S.C.* § 1412 [a][8])

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

#### 9. Part C to part B transition (20 *U.S.C.* § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 *U.S.C.* § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

#### 10. Private schools (20 *U.S.C.* § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

### 11. Local compliance assurances (20 *U.S.C.* § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

#### 12. Interagency (20 *U.S.C.* § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free

appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

#### 13. Governance (20 *U.S.C.* § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

#### 14. Personnel qualifications (20 *U.S.C.* § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

#### 15. Performance goals and indicators (20 *U.S.C.* § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

#### 16. Participation in assessments (20 *U.S.C.* § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of state, local, and federal funds (20 *U.S.C.* § 1412 [a][17]) It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

#### 18. Maintenance of effort (20 *U.S.C.* § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

#### 19. Public participation (20 *U.S.C.* § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

#### 20. Rule of construction (20 *U.S.C.* § 1412 [a][20])

(Federal requirement for state educational agency only)

#### 21. State advisory panel (20 *U.S.C.* § 1412 [a][21])

(Federal requirement for state educational agency only)

#### 22. Suspension and expulsion (20 *U.S.C.* § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

#### 23. Access to instructional materials (20 *U.S.C.* § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

#### 24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

#### 25. Prohibition on mandatory medicine (20 *U.S.C.* § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

#### 26. Distribution of funds (20 *U.S.C.* § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

#### 27. Data (20 *U.S.C.* § 1418 [a-d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

## 28. Charter schools (California *Education Code* 56207.5 [a-c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.



## Paramount Unified School District

15110 California Ave., Paramount, CA 90723

#### BOARD OF EDUCATION

CARMEN GOMEZ President

YESENIA CUARENTA Vice President

SONIA DE LEON

LINDA GARCIA

VIVIAN HANSI

DR. RUTH PEREZ

In accordance with federal and state laws and regulations, the Paramount Unified School District certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 *U.S.C.* 1400 et seq., and implementing regulations under 34 *Code of Federal Regulations*, Parts 300 and 303, 29 *U.S.C.* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this day of	, 20
Yeas:	Nays:
Signed:	, Superintendent
	(Use appropriate titles)

# Exhibit B

Certifications

# Certification of Participation, Compatibility, and Compliance Assurances

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1. Designate the Special Education Local Plan Area (SELPA) Option:  [ ] Single District [ ] Multiple District [ ] District/County						
SELPA Code	SELPA Name		Application Date			
SELPA Address		SELPA City	SELPA Zip Code			
SELPA Director Name (Print) Director Telephone Number Director E-mail						
2. Certification of Ass Program (Responsi	2. Certification of Assurances by the Designated Administrative and Fiscal Agency for this Program (Responsible Local Agency/Administrative Unit [RLA/AU])					
Designated RLA/AU Name						
RLA/AU Address		RLA/AU City	RLA/AU Zip Code			
Name of RLA/AU Superintenden	t	Superintendent Phone Number	Superintendent E-mail			
Date of Governing Board Approv	ral					
I certify that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 United States Code (U.S.C.) 1400 et seg, and implementing regulations under 34 Code of Federal Regulations Parts 300 and 303, 29 U.S.C. 705 (20) and 794–794b, the Federal Rehabilitation Act of 1973 as amended, the provisions of the California Education Code (EC) Part 30, and Chapter 3 Division 1 of Title V of the California Code of Regulations.						
Signature of RLA/AU Superint			Date			
	. , , ,	Superintendent of School	ools			
Name of County Office of Educa	tion (COE)					
COE Address		COE City	COE Zip Code			
Name of COE Superintendent		Superintendent Phone Number	Superintendent E-mail			
		,				
including those enrolled in altern opportunity schools and classes	ative education programs, including , community day schools operated	all individuals with exceptional nee ng but not limited to, alternative so by school districts, community so appropriate special education pro	hools, charter schools, hools operated by the county			
including those enrolled in altern opportunity schools and classes office of education, and juvenile	ative education programs, including , community day schools operated	all individuals with exceptional neeing but not limited to, alternative solid by school districts, community so appropriate special education pro	hools, charter schools, hools operated by the county			
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California Department of Education Special Education Division Form SED-LP-2 (Revised 3/2016)

# Certification of Participation, Compatibility, and Compliance Assurances

Community Advisory Committee Certification					
CAC Compliance Verification	Yes	No			
The Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the Local Plan pursuant to California <i>Education Code</i> ( <i>EC</i> ) Section 56194.					
To ensure adequate and effective participation and communication pursuant to <i>EC</i> 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the Local Plan for special education.					
The plan has been reviewed by the CAC, and the committee had at least 30 days to conduct this review, prior to submission of the Local Plan to the Superintendent pursuant to EC 56205(b)(6).					
The CAC has reviewed any revisions made to the Local Plan as a result of recommendations or requirements from the California Department of Education.					
Certifying Signature					
Name of Chairperson (print)	Phone				
	( )				
Signature of CAC Chairperson	Date				

If you checked [ ✓ ] "No" for any of the above certifications, you may submit specific information, in writing, as to why you did not certify that the special education local plan area (SELPA) met the requirement. (Attach a separate sheet, if necessary.) The Department will take this into consideration in its review of this Local Plan application.

# Exhibit C

# Interagency Agreements, Contracts, MOUs

COPIES OF THE CURRENT INTERAGENCY AGREEMENTS ARE LOCATED IN THE SELPA OFFICE AND LEA OFFICES

# Exhibit D

Transfer Letter

## Paramount Unified School District

**TO**: Ruth Pérez, Superintendent

FROM: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

**DATE**: March 18, 2019

**SUBJECT:** AB 288 Agreement with Compton College

#### **BACKGROUND INFORMATION:**

The AB 288 agreement with Compton College will establish a pathway for students to earn an Associate's Degree in Administration of Justice by the time they graduate from high school. The degree that is earned will be fully transferrable to a California State University or University of California school after graduation. The agreement allows Compton College to offer courses during the school day at our high schools exclusively for our high school students. The pathway would begin with a cohort of 20-30 9th graders in the fall 2019.

#### POLICY/ISSUE:

Board Policy 3322 - Contracts

#### FISCAL IMPACT:

None

#### **STAFF RECOMMENDATION:**

Approve the AB 288 Agreement with Compton College to begin a pathway for students to earn an Associate's Degree in Administration of Justice by the time of graduation. The pathway with a cohort of 20-30 9th grade students will begin in the 2019-20 school year.

#### PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

#### STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

• Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation

Focus Area 4: Parent and Community Partnerships

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

**ACTION ITEM: 3.5-A** 

# MEMORANDUM OF UNDERSTANDING

for

#### DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This Memorandum of Understanding outlines the Dual Enrollment Partnership Agreement (hereafter "AGREEMENT") between Compton College (hereafter, "COLLEGE"), Compton Community College District (hereafter "COMPTON DISTRICT") and Paramount Unified School District (hereafter "SCHOOL DISTRICT").

#### 1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE and COMPTON DISTRICT includes providing excellent comprehensive educational programs and services that promote student learning and success in collaboration with our diverse communities; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE and COMPTON DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a "strategy to provide critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school" *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE and COMPTON DISTRICT and SCHOOL DISTRICT desire to enter into this Dual Enrollment Partnership Agreement for purposes consistent with the provisions of AB 288, "offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;" and

WHEREAS, the governing boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that board took comments from the public and approved the AGREEMENT;

<b>COLLEGE Board Meetings:</b>	
a. Information Board Meeting Date	
b. Public Comment Board Meeting Date	
COMPTON DISTRICT Board Meetings	s:
c. Information Board Meeting Date	
d. Public Comment Board Meeting Date	
SCHOOL DISTRICT Board Meetings:	
e. Information Board Meeting Date	February 12, 2019
f. Public Comment Board Meeting Date	

"Education Code" and "EC" refer to the California Education Code

NOW THEREFORE, the COLLEGE and COMPTON DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

#### 2. TERMS OF DUAL ENROLLMENT PARTNERSHIP

#### 2.1 Dual Enrollment Partnership Dual Enrollment Partnership

a. The COLLEGE and COMPTON DISTRICT shall not enter into a Dual Enrollment Partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. AB 288 Sec. 2, EC § 76004(c)

If the course(s) will be located outside the boundaries of the COLLEGE and COMPTON DISTRICT, the COLLEGE and COMPTON DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE and COMPTON DISTRICT will develop Dual Enrollment which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The governing board of COLLEGE and COMPTON DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program.  $EC \ \S \ 78015 \ et \ seq$
- d. The SCHOOL DISTRICT, the COLLEGE and COMPTON DISTRICT will collaborate in a Dual Enrollment Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students with the SCHOOL DISTRICT.

The COLLEGE and COMPTON DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.

e. A description of the Dual Enrollment Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix (A). Any updates to Appendix (A), by mutual agreement of the SCHOOL DISTRICT, the COLLEGE and COMPTON DISTRICT, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

f. Enrollment in Dual Enrollment courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. AB 288 Sec. 2, EC § 76004(o)(1)

#### 2.2 Dual Enrollment Course Instruction

- a. Students enrolled in Dual Enrollment courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE at any school with the SCHOOL DISTRICT will be appended to this document each semester during the term of this AGREEMENT and shall be known as Appendix (B). The original submission of this document to the Chancellor's Office shall include Appendix (B), and subsequent submissions of Appendix (B) shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. AB 288 Sec. 2, EC § 76004 (d)
- d. The COLLEGE shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COMPTON DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. <a href="www.cccco.edu">www.ccco.edu</a>
- e. By mutual agreement of the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications and institutional hiring requirements (e.g., department- or division- level interview) may be selected to provide instruction for Dual Enrollment courses offered as part of this AGREEMENT.
- f. The COMPTON DISTRICT shall be employer of record for all Dual Enrollment instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.
- g. The COLLEGE shall ensure that the instruction of courses offered as part of this Dual Enrollment Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department. Appendix (C) shall include the course outline of record for each course identified therein.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

- h. The COMPTON DISTRICT shall conduct formal evaluation of instructors of Dual Enrollment courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- *i.* The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the Dual Enrollment partnership.
- j. The COLLEGE, COMPTON DISTRICT and SCHOOL DISTRICT shall ensure that instructors of Dual Enrollment classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- k. The maximum student enrollment per class for Dual Enrollment courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE policies and local collective bargaining agreements in effect at the time in which the course is offered.

#### 2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE, COMPTON DISTRICT, and the SCHOOL DISTRICT.
  - If Dual Enrollment courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE and COMPTON DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT, the COLLEGE, COMPTON DISTRICT, and SCHOOL DISTRICT may use joint facilities for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the Dual Enrollment partnership.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

#### 2.4 Student Eligibility

- a. The COLLEGE, COMPTON DISTRICT, and the SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies while in high school, and 4) students seeking a credential/certificate in career and technical education. AB 288 Sec. 2, EC § 76004(c)(1)
- b. A high school student interested in enrolling in a Dual Enrollment course offered under this AGREEMENT must apply to the COLLEGE and submit a *Compton College Concurrent Enrollment Application* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
  - By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE and who meets applicable prerequisite requirements as specified in Appendix (A) for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE and shall be in compliance with applicable law and COLLEGE policies and standards.

#### 2.5 Student Registration and Enrollment

- a. The COLLEGE shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary.
- c. The COLLEGE shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. A student who has been admitted to the COLLEGE and who meets applicable prerequisite requirements for Dual Enrollment coursework as specified in Appendix (A) may enroll in a maximum of 15 units per semester if all of the following circumstances are satisfied AB 288 Sec. 2, EC § 76004(p):

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

- i. The units constitute no more than four COLLEGE courses per term
- ii. The units are part of an academic program that is part of the Dual Enrollment partnership agreement outlined in this AGREEMENT
- iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- a. Students enrolled in Dual Enrollment courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE for information regarding applicable academic policies and procedures.
- b. A student who withdraws from a Dual Enrollment course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE.
- c. Grades earned by students enrolled in Dual Enrollment courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE transcript.

#### 2.6 Student Fees and Instructional Materials

- a. High school students enrolled in a Dual Enrollment course offered, as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. AB 288 Sec. 2, EC § 76004(f)
  - The total cost of textbooks and other instructional materials for Dual Enrollment courses shall be specified in Appendix (A) of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials. The COLLEGE will also ensure that textbooks and other instructional materials assigned for any given course offered under this AGREEMENT are maintained for at least two (2) years unless otherwise indicated.
- b. High school students enrolled in a Dual Enrollment course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE and COMPTON DISTRICT fee requirements AB 288 Sec.2, EC § 76004(q):
  - i. Student Representation Fee (EC § 76060.5)
  - ii. Nonresident Tuition Fee (EC § 76140)

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

- iii. Transcript Fees (EC § 76223)
- iv. Course Enrollment Fees (EC § 76300)
- v. Apprenticeship Course Fees (EC § 76350)
- vi. Child Development Center Fees (EC § 79121)
- c. In accordance with the COLLEGE and COMPTON DISTRICT, policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 and are otherwise permitted pursuant to the Education Code.

#### 2.7 Student Records

- a. The COLLEGE, COMPTON DISTRICT, and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COMPTON DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records, which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

#### 2.8 Regulatory Reporting

- a. The COLLEGE and COMPTON DISTRICT shall be responsible for the following as relate to Dual Enrollment courses offered as part of this AGREEMENT:
  - i. Assignment monitoring and reporting to the county office of education
  - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
  - i. The total number of high school pupils by school site enrolled in each Dual Enrollment partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
  - ii. The total number of community college courses by course category and type and by school site enrolled in by Dual Enrollment partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
  - iii. The total number and percentage of successful course completions, by course category and type and by school site, of Dual Enrollment partnership participants. AB 288 Sec. 2, EC § 76004(t)(1)(C)
  - iv. The total number of full-time equivalent students generated by Dual Enrollment partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

#### 2.9 State Apportionment

- a. The COLLEGE and COMPTON DISTRICT shall include students enrolled in Dual Enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
  - i. The COLLEGE and COMPTON DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. AB 288 Sec. 2, EC § 76004(o)(1)
  - ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

- (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. AB 288 Sec. 2, EC § 76004(o)(1)
- b. Neither the COLLEGE, COMPTON DISTRICT, nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. AB 288 Sec. 2, EC § 76004(r)
- c. The number of full-time equivalent students (FTES) that the COMPTON DISTRICT will claim per semester per school for Dual Enrollment courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given semester. Course details (e.g., course name, course title, number of units) for any given semester in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix (X) B of this AGREEMENT.

#### 2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE, COMPTON DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its governing board regarding the following:
  - i. Enrollment period
  - ii. Student fees
  - iii. Number of class hours sufficient to meet the stated performance objectives (if applicable)
  - iv. Supervision and evaluation of students
  - v. Withdrawal of students prior to completion of a course of program

Current COLLEGE policies and procedures are accessible on the college website at www.compton.edu.

- b. The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT shall adhere to applicable procedures, terms, conditions set forth by federal, state, and local regulations related to Dual Enrollment partnerships.
- c. The COLLEGE and COMPTON DISTRICT shall assess the Dual Enrollment partnership and the provisions of this AGREEMENT in accordance with COLLEGE and COMPTON DISTRICT guidelines regarding the review of its programs and partnership agreements.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

#### 3. CERTIFICATIONS

- 3.1 This AGREEMENT certifies that any COMPTON DISTRICT instructor teaching a Dual Enrollment course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. AB 288 Sec. 2, EC § 76004(h)
- 3.2 This AGREEMENT certifies that any COMPTON DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. AB 288 Sec. 2, EC § 76004(i)
- 3.3 This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a Dual Enrollment course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COMPTON DISTRICT faculty member teaching the same course at the partnering COMPTON DISTRICT. AB 288 Sec. 2, EC § 76004(j)
- 3.4 This AGREEMENT certifies that both the COMPTON DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the faculty member teaching a Dual Enrollment partnership course offered for high school credit. AB 288 Sec. 2, EC § 76004(l)
- 3.5 This AGREEMENT certifies that any remedial course taught by COMPTON DISTRICT faculty at the SCHOOL DISTRICT campus as part of a Dual Enrollment partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. AB 288 Sec. 2, EC § 76004(n)

#### **3.6** The COLLEGE certifies that:

a. Degree and certificate programs offered by the COLLEGE have been approved by the California Community Colleges Chancellor's Office; courses that constitute the programs are part of the approved programs, or the COLLEGE has received delegated authority to separately approve those courses locally. CCR, Title5, § 58050(a)(1)

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

- b. A COLLEGE course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE campus. AB 288 Sec. 2, EC § 76004(k)(1)
- c. A COLLEGE course that is oversubscribed or has a waiting list shall not be offered in the Dual Enrollment partnership. AB 288 Sec. 2, EC § 76004(k)(2)
- d. Participation in a Dual Enrollment partnership is consistent with the core mission of the COLLEGE and COMPTON DISTRICT pursuant to Section 66010.4, and that pupils participating in a Dual Enrollment partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. AB 288 Sec. 2, EC § 76004(k)(3)
- e. The COMPTON DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. EC § 84752; CCR, Title5, § 58051.5
- f. The COLLEGE and COMPTON DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. EC § 84752; CCR, Title5, § 58051.5

#### 4. INDEMNIFICATION

- 4.1 The COLLEGE agrees to indemnify, defend, and hold harmless the COMPTON DISTRICT and SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE's property or any property in the care, custody or control of the COLLEGE. The obligation to indemnify shall extend to all claims and losses that arise from willful acts or active negligence by the COLLEGE, its officials, officers, employees, or other agents.
- 4.2 The COMPTON DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE and SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COMPTON DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COMPTON DISTRICT's property or any property in the care, custody or control of the COMPTON DISTRICT.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

The obligation to indemnify shall extend to all claims and losses that arise from willful acts or active negligence by the COMPTON DISTRICT, its officials, officers, employees, or other agents.

4.3 The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE and COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from willful acts or active negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

#### 5. NON-DISCRIMINATION

- 5.1 It is the policy of the COLLEGE and COMPTON DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2 The COLLEGE and COMPTON DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE, COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

#### 6. INSURANCE

6.1. The SCHOOL DISTRICT, in order to protect the COMPTON DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/\$2,000,000 aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the COMPTON DISTRICT, its agents, employees and officers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COMPTON DISTRICT.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

6.2. The COMPTON DISTRICT, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/\$2,000,000 aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.

#### 7. DUAL ENROLLMENT POINTS OF CONTACT

- 7.1 The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator to serve as designated point of contact for the Dual Enrollment Partnership.
- 7.2 The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

#### 8. FILING OF DUAL ENROLLMENT PARTNERSHIP AGREEMENT

- **8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the Dual Enrollment partnership between the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT.
- Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT and shall be in accordance with Chancellor's Office instructions.

#### 9. TERM OF DUAL ENROLLMENT PARTNERSHIP AGREEMENT

**9.1** The term of this AGREEMENT shall be for one year (beginning July 1 and ending June 30), and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT.

# 10. CANCELLATION AND TERMINATION OF DUAL ENROLLMENT PARTNERSHIP AGREEMENT

10.1 Either the COLLEGE, COMPTON DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT by giving at least 30-day written notice prior to the start of any course(s) to be offered as part of the Dual Enrollment partnership.

10.2 Either the COLLEGE, COMPTON DISTRICT or SCHOOL DISTRICT may terminate this AGREEMENT by giving at least 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in Dual Enrollment courses offered as part of this AGREEMENT.

#### 11. NOTICES

11.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

#### **COLLEGE**

Compton College 1111

E. Artesia Blvd.

Compton, California 90221

ATTN: Dr. Keith Curry, President

#### **COMPTON DISTRICT**

Compton Community College District

1111 E. Artesia Blvd.

Compton, California 90221 ATTN: Dr. Keith Curry, CEO

#### SCHOOL DISTRICT

Paramount Unified School District

15110 California Avenue

Paramount, CA 90723

ATTN: Dr. Ruth Perez, Superintendent

#### 12. ACCEPTANCE OF FACSIMILE SIGNATURES

**12.1** The COLLEGE, COMPTON DISTRICT, and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

#### 13. GOVERNING LAW

**13.1** This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

#### 14. SEVERABILITY

**14.1** If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT agree to renegotiate these portions accordingly without affecting the balance or intent of this AGREEMENT.

#### 15. AUTHORIZATION WARRANTY

**15.1** The COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

#### 16. COUNTERPARTS

**16.1** This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the COLLEGE, COMPTON DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Comp	ton College		
By:	Dr. Keith Curry President	Date	

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

#### DUAL ENROLLMENT PARTNERSHIP AGREEMENT

comp	ton Community College District		
By:		Date	
•	Dr. Keith Curry	<del></del>	
	CEO		
Com	pton Unified School District		
By:		Date	
•	Signature of authorized officer		
	Ruben Frutos		
	Print Name of Undersigned		
	Assistant Superintendent		
	Print Title of Undersigned		

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618 Note: "Education Code" and "EC" refer to the California Education Code

#### APPENDIX A - Dual Enrollment Pathways

Pursuant to California Assembly Bill No. 288, the COLLEGE, COMPTON DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer Dual Enrollment Pathways to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the Dual Enrollment partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or

2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in the Dual Enrollment partnership agreement between the COLLEGE, COMPTON DISTRICT and SCHOOL DISTRICT:

#### 1. CSU GE-Breadth Certification Pathway\*

This pathway includes COLLEGE courses, which have been approved to meet one of the General Education Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system.

#### 2. Intersegmental General Education Transfer Curriculum (IGETC) Pathway\*\*

This pathway includes COLLEGE courses, which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

#### 3. Career and Technical Education Pathways\*\*\*

These pathways represent courses required to complete low-unit certificates in a variety of career and technical education programs at the COLLEGE DISTRICT. The following pathways are currently included in this Dual Enrollment Agreement:

#### Administration of Justice

Due to the evolving nature of technical industries, specific pathways in any given year will reflect current industry standards and demand. By mutual agreement of the COLLEGE, COMPTON DISTRICT, and the SCHOOL DISTRICT, additional career and technical education pathways that align with AB 288 guidelines are permissible.

<sup>\*</sup> The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for CSU GE-Breadth Certification in the semester in which they are offered.

<sup>\*\*</sup> The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.

<sup>\*\*\*</sup> Offerings within the career and technical education pathways are subject to instructor availability and instructional facilities and/or equipment. As such, they may vary accordingly in any given term. All efforts will be made to offer coursework each term that will permit students to complete low-unit certificates in career and technical education.

#### **Sample Dual Enrollment Courses**

Represented below are the Dual Enrollment that are included in this Agreement between Compton College and Compton Community College District and the partnering school district. For each pathway, a model series of representative courses also has been identified. *Finalization of courses to be offered via AB 288 Dual Enrollment pathways is contingent upon division approval.* 

The partnering school district may elect to offer coursework within an identified College and Career Access Pathway to provide its students with the opportunity to complete a sequence of college-level courses designed to: 1) facilitate progress toward certificate and/or degree completion in specified career and technical education programs at Compton College, or 2) to meet lower division general education course requirements for transfer to University of California (UC) and/or California State University (CSU) campuses.

## Career and Technical Education Pathways†

#### Administration of Justice

- AJ 100 Introduction to Administration of Justice
- AJ 103 Concepts of Criminal Law I
- AJ 115 Community and Human Relations
- AJ 130 Criminal Procedures

- AJ 131 Legal Aspects of Evidence
- AJ 170 Laws of Arrest, Search, and Seizure
- PSYC 5 General Psychology\*
- SOCI 101 Introduction to Sociology\*

## **Transfer/General Education Pathways**

#### California State University (CSU) General Education Breadth\*\*

- COMS 100 (A1)
- ART 101 (C1)
- HIST 101 or 102 (C2)

- ECON 5 (D2)
- COMS 260 (D3)
- POLS 1 (D8)
- BUS 17 (E)

## Intersegmental General Education Transfer Curriculum (IGETC)\*\*\*

- FILM 110 (Area 3)
- HIST 101 (Area 3)
- HIST 102 (Area 3)

- ECON 5 (Area 4)
- ESTU 1 or 3 or 5 (Area 4)
- ANTH 1 (Area 5

<sup>\*\*</sup> The specific courses offered during any particular term may vary, as all courses offered within this pathway shall represent courses approved for CSU GE-Breadth Certification in the semester in which they are offered.

#### APPENDIX B -

Appendix B must be completed and submitted for each term during which COLLEGE coursework is offered as the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

# SAMPLE SCHEDULE

Summe	r (M-F) 2019						
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	HDEV 110	8:05 a.m.	9:11 a.m.	M-F			6
2	LIBSCI 1	9:16 a.m.	10:13 a.m.	M-F			6
Fall (T/\	Fall (T/W/TH) 2019						
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	AJ 100	8:05 a.m.	9:11 a.m.	T/W/TH			16
Spring(	/T/W/TH/F) 2	2020					
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	SLNG 111 (4)	8:05 a.m.	9:11 a.m.	T/W/TH/F			16
Summe	r (M-F) 2020						
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	SLNG 112 (4)	8:05 a.m.	9:11 a.m.	M-F			8
Fall (T/\	N/TH) 2020			1	•		
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	AJ 103	8:05 a.m.	9:11 a.m.	T/W/TH			16
Spring (	T/W/TH) 202	1					
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	AJ 115	8:05 a.m.	9:11 a.m.	T/W/TH			16
Summe	r (M-F) 2021	I	l		L		
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	GEOG 1 & 6 (4)	8:05 a.m.	9:11 a.m.	M-F			8
Fall (T/	W/TH) 2021						
Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	ENGL 1A	8:05 a.m.	9:11 a.m.	T/W/TH/F			16

Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	ENGL 1A (4)	8:05 a.m.	9:11 a.m.	T/W/TH/F			16
2	BIO 15	9:16 a.m.	10:013a.m.	T/W/TH			

## Winter (M-F) 2021

Period	Course	Start Time	End time	Days	Instructor	Room	Weeks
1	Film 110	8:05 a.m.	9:11 a.m.	M-F			5

# Paramount Unified School District

**TO:** Ruth Pérez, Superintendent

**FROM:** Ryan Smith, Assistant Superintendent-Secondary Educational

Services

**DATE:** March 18, 2019

**SUBJECT:** Memorandum of Understanding with Hub Cities Consortium-

America's Job Center of California

#### **BACKGROUND INFORMATION:**

Paramount Adult School receives Workforce Innovation and Opportunity Act (WIOA) funds to support the integration of its adult education programs with occupational education and training. This Act requires Districts and other Los Angeles County's America's Job Center of California (AJCC) partners to enter into agreements, to provide employment services to adults and dislocated workers. This Memorandum of Understanding establishes the framework for providing shared services to employers, incumbent workers, job seekers and others needing workforce development services.

#### POLICY/ISSUE:

Board Policy 3322 - Contracts

#### FISCAL IMPACT:

None

#### STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Hub Cities Consortium-America's Job Center of California to establish cooperative working relationships with America's Job Center of California.

#### 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 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

**ACTION ITEM: 3.6-A** 

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

# ONE-STOP COOPERATIVE AGREEMENT PURSUANT TO THE WORKFORCE INNOVATION OPPORTUNITY ACT OF 2015

Agreement Number: \_2018-2019

This One-Stop Cooperative AGREEMENT is made and entered into on this 19th day of March 2019 by and between the Hub Cities Consortium America's Job Center of California

hereinafter referred to as HCC AJCC, and **Paramount Adult School** hereinafter referred to as **Paramount Adult School** 

- 1. **PURPOSE.** The purpose of the AGREEMENT is to define the manner in which the Partners will participate in the One-Stop Delivery System. This AGREEMENT is intended to reduce overlap among the Partners and to maximize services available to individuals needing workforce services and to provide access to services including support, education and training for Youth@Works, Adult and dislocated workers and those individuals whom the Workforce Development Board has prioritized. To the maximum extent feasible, all services provided to an individual shall compliment the common objective of enhanced employability and placement in unsubsidized employment.
- 2. **AGREEMENT.** This AGREEMENT consists of this document.
- 3. **PRINCIPLE RESPONSIBILITIES.** HCC AJCC and **Paramount Adult School.** Have identified the following organizational needs and capabilities, and jointly recognize that the contents of this AGREEMENT and all exhibits contain an exchange of mutual benefits and obligations for both parties. In entering into this AGREEMENT, the parties make the commitment to maintain the basic provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2015 and to enact the basic guiding principles for California's One-Stop Delivery system. The four principles are:
  - **Integrated:** To offer integrated access to employment, training and education services to employers seeking employees and individuals seeking jobs or wishing to enhance their skills.
  - **Comprehensive:** To provide workforce services which include labor market information, job openings, the skills needed to get jobs, and the educational providers offering training, to all employers and job seekers.
  - **Customer Focused:** To assure customer service and satisfaction in the operation of the HCC AJCC and provision of services.
  - **Performance Based:** To deliver services in an environment where outcome expectations are met and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

4. **CROSS REFERRAL.** The parties agree to exchange information on the training programs/services offered by each party with sufficient time to facilitate appropriate referrals. Identification of the data/items that can be shared and the referral process are listed in Exhibit A, Definitions of Program Design. Each party will provide the other with information for identifying appropriate referrals to their respective programs and will maintain the client confidentiality required by governing legislation.

The parties agree to participate in an ongoing cross-referral workgroup that shall meet regularly to:

- Provide feedback on the success of cross-referral arrangements.
- Cross-train their respective staffs.
- Consider co-enrollment options and practices.
- Consider the effect of cross-referrals on mutual performance expectations, and
- Constantly improve the joint delivery of services to customers.

#### 5. **RESOURCE SHARING.**

A. The parties agree to provide access to the following **Basic Career Services** through the local One-Stop system:

CORE SERVICES	HCC AJCC	Paramount Adult School
Eligibility Determination	Yes	
Outreach, Intake & Orientation	Yes	
Initial Assessment	Yes	
Job Search & Placement Assistance	Yes	
Employment Statistics Information: Job Listings, Skills Needed, Demand Occupations, etc.	Yes	
Performance Information & Program Cost Information on Eligible Providers	Yes	
Information on Local Area Performance	Yes	
Availability of Support Services	Yes	
Information on Unemployment Compensation	Yes	
Eligibility for WtW activities	Yes	
Financial Aid Assistance	No	
12 Month Follow-up Services	Yes	
Other: < <other service="">&gt;</other>	No	

B. The Basic Career Services checked above, plus any **Individualized Career Services**, **Training Services**, **Supportive Services** or other services listed below shall be delivered as appropriate by the respective partner for their client or shall be provided through cross referral among the partners as appropriate.

INDIVIDUALIZED SERVICES	HCC AJCC	PARAMOUNT ADULT SCHOOL
Comprehensive Assessment	Yes	
Diagnostic Testing	Yes	
Evaluation of Barriers to Employment & Goals	Yes	
Development of an Individual Employment Plan	Yes	
Counseling	Yes	
Career Planning	Yes	
Case Management	Yes	
Pre-vocational Services	Yes	
Other: < <other individualized="" service="">&gt;</other>	No	

TRAINING SERVICES	HCC AJCC	PARAMOUNT ADULT SCHOOL
Occupational Skills Training	Yes	
Workplace Training with Related Instruction	Yes	
Skills Upgrading & Retraining	Yes	
Entrepreneurial Training	No	
Job Readiness Training	Yes	
Adult Education & Literacy	Yes	
Customized Training	Yes	
Pre-vocational Services	Yes	
Other: < <other service="" training="">&gt;</other>	No	

SUPPORTIVE SERVICES	HCC AJCC	PARAMOUNT ADULT SCHOOL
Child Care Assistance	Yes	
Transportation Assistance	Yes	
Other: < <other service="">&gt;</other>	No	

#### **GENERAL PROVISIONS**

The parties agree that the contributions and benefits set out in the Agreement are in proportion to each other to the extent that the resources contributed or benefits derived become disproportionate, the parties agree to revisit and revise this Agreement as necessary. Also, the parties agree to the following **General Provisions:** 

- 1. <u>DURATION</u>. This agreement shall commence on March 19th, 2019 and remain in effect until terminated by the repeal of the WIOA, or in accordance with this section. Any party may withdraw at least 30 calendar days in advance of the effective withdrawal date.
- 2. <u>TERMINATION FOR CAUSE.</u> The Hub Cities Consortium America's Job Center of CA may terminate any practice related to failure to perform the provisions or requirements of this AGREEMENT.
- 3. **NON FINANCIAL AGREEMENT CLAUSE.** This AGREEMENT is non-financial in nature and binds no party or partner to financial obligation(s) to any other. The partners to this agreement have agreed to support their proportionate share of the costs of operation of the One-Stop as described in Exhibit C.
- 4. **INDEMNIFICATION.** Each party agrees to indemnify, defend and hold harmless the other officers, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, suppliers, laborers, and from any and all claims and losses accruing or resulting from the acts or omissions of the indemnifying party.
- 5. **AUDIT.** This AGREEMENT brings together the resources of separate funding streams and programs. While this AGREEMENT is non-financial, related contractual or costs sharing agreements are subject to generally accepted accounting principles and to the audit provisions of the respective funding streams as appropriate. Accordingly, records shall be kept for a minimum of 3 years.
- 6. **GOVERNANCE.** The Hub Cities Consortium America's Job Centers of California (HCC AJCC) will be managed cooperatively among the partners through the One-Stop Partners Manager's Committee. Each partner will assign senior level management staff to the committee and each partner will participate in the governance of the center by meeting regularly to ensure the effectiveness of the system and goal achievement.
- 7. HUB CITIES CONSORTIUM AMERICA'S JOB CENTERS OF CALIFORNIA (HCC/AJCC) STAFF SUPERVISION. Partner employees who are located at the AJCC shall remain under the supervision of their respective employing department/agency for the purposes of performance evaluation, and other matters concerning rights and responsibilities. Partner employees performing services at the HCC AJCC shall retain existing rights and protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.

If work-related issues arise at the HCC/AJCC between partner employees or supervisors, the incident will be reported to the appropriate partner supervisor(s). The HCC/AJCC shall cooperate

in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act, Part 2.8 (commencing with Section 12900), threats and/or violence concerning employees, and employee misconduct.

HCC AJCC recognizes and will comply with applicable labor agreements affecting represented employees located in the Center. This shall include the right of access by State labor organization representatives pursuant to applicable laws and regulations, including, but not limited to, the Ralph C. Dills Act, Chapter 10.3 (commencing with section 3512) of Division Title 1 of the Government Code.

The partners whom are co-located at the HCC AJCC also agree to provide guidance to all HCC/AJCC staff in the daily operations of the HCC AJCC, as appropriate and agreed upon.

- 8. **SHARED TECHNOLOGY AND SYSTEM INFRASTRUCTURE.** As technologies become available, the One-Stop Partners will share those technologies, to the extent possible, by abiding by the protocols and confidentiality required by the systems.
- 9. **SIGNAGE.** The Partners shall be identified through the use of interior signage at the HCC/AJCC and if possible, to the exterior to the extent possible without affecting a seamless process provided, however, that any signage must comply with local ordinances.

# 10. CAPACITY BUILDING.

- Parties to this Agreement shall maintain a high level of professional standards related to both the HCC AJCC Staff, as well as to customers of the center.
- Efforts shall be examined in the context of adaptability to needed change, customer service and continuous quality improvement.
- The parties agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.
- 11. **MODIFICATION.** The terms and conditions of the AGREEMENT may be amended by mutual written agreement of the parties.
- 12. <u>UNIVERSAL ACCESS.</u> Parties agree to ensure access to the Basic Career services for all including those customers who are Unemployment Insurance Claimants, Veterans, Migrant and Seasonal Farm Workers, those with economic or geographical barriers to service or employment, and those with special need, including but not limited to, literacy deficiencies, physical or learning disabilities, and limited English abilities.
- 13. **DISPUTES.** The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be referred to the Executive Director of the HCC/AJCC. The HCC AJCC or their designee shall attempt to mediate and resolve the dispute.

- Finally, if the HCC/AJCC WDB's resolution efforts fail, the dispute parties shall be referred to the State for assistance (per the law). The parties agree to be bound by the final determination resulting from that procedure.
- 14. **SEVERABILITY.** If any part of this AGREEMENT is found to be null and void, or is otherwise stricken, the rest of this AGREEMENT shall remain in force.
- 15. **JURISDICTION.** Jurisdiction over any disputes under this AGREEMENT shall reside in the County of Los Angeles and in the State of California.
- 16. **CONFIDENTIALITY.** Except as otherwise provided by law or court order, parties to this AGREEMENT shall comply with the provisions of WIOA and applicable sections of the Welfare and Institutions code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statute or requirement to assure that:
  - a. All applicants and individual records related to services provided under this AGREEMENT, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
  - b. No person will publish or disclose use, or permit, cause to be published disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall.
  - c. Additionally, each Partner will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program. Parties therefore agree to share client information necessary for provision of services under the Act; i.e.; assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.
- 17. **NONDISCRIMINATION.** The parties will comply with the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, Title IX of the Educational Amendments of 1972, The Civil Rights Act of 1964, including applicable Federal and State laws, rules and regulations, the Welfare and Institution Code, Section 1000, Executive Order 11375 and supplemental in 45 CFR part 60, which provides that no individual shall on grounds of race, creed, color, physical or mental handicap, national origin, sex, age, marital status, political affiliation or beliefs be excluded from participation, and the Americans with Disabilities Act, (ADA). The parties certify that all persons employed by the partners, its affiliates, or holding companies are and will be treated equally without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation.
- 18. **AUTHORITY.** The individuals signing below have the authority to commit the party they represent to the terms of this AGREEMENT, and do so commit by signing. This AGREEMENT is in no force or effect until signed by representatives of both partner agencies. The AGREEMENT, once signed, becomes a part of the Hub Cities Consortium America's Job Centers of California (HCC/AJCC) WIOA Plan.

One Stop	Coope	erative	Agree	ment
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# SIGNATURES.

Signature:
Printed Name and Title: Ruben Frutos, Assistant Superintendent-Business
Agency Name: Paramount Unified School District Address: 15110 California Avenue, Paramount, CA 90723
Telephone:562-602-6025
Signature:
Signature
Printed Name and Title: Jose Martinez, Executive Director
Agency Name: Hub Cities Consortium America's Job Center of California
Address: 2677 Zoe Avenue 2 <sup>nd</sup> Floor Huntington Park, CA 90255
Telephone: 323-586-4700

**TO**: Ruth Pérez, Superintendent

**FROM**: Ryan Smith, Assistant Superintendent-Secondary Educational

Services

**DATE**: March 18, 2019

**SUBJECT:** Parent Engagement Academy Agreement

# **BACKGROUND INFORMATION:**

Parent and Community Partnerships is one of the Focus Areas in Paramount Unified School District's Strategic Plan. In order to provide high school parents with resources, and information about how they can engage with our schools and district in meaningful ways, monitor their students' academic progress, and support their students' wellbeing, we are bringing this proposal for your consideration. The Parent Engagement Academy offers a 7 (seven) week program for parents that covers key topics about high school graduation requirements, college entrance requirements, career options and trends, skills needed for success in both college and career, the LCFF and LCAP, and more. Their program is called FACTOR – Families Acting Towards Results – and is a comprehensive approach to parent engagement and education. This proposal will provide the FACTOR program at Odyssey STEM Academy parents. Over 400 parents have participated over the last two years.

# POLICY/ISSUE:

Board Policy - 4126 Consultants

### FISCAL IMPACT:

Approximately \$9,000 - LCAP Funds

# STAFF RECOMMENDATION:

Approve the Parent Engagement Academy agreement to provide the FACTOR program at Odyssey STEM Academy for the 2018-19 school year.

# PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

# STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

- Goal 1: Increase opportunities for parents to participate in meaningful high impact activities that support teaching and learning
- Goal 2: Expand community outreach efforts and increase opportunities for involvement

**ACTION ITEM: 3.7-A** 





# SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: KEITH NUTHALL, PRINCIPAL

FROM: Maria Elena Meraz, CEO- Parent Engagement Academy

DATE: February 22, 2019

**NOW, THEREFORE**, in consideration of the recitals and mutual obligations of the parties herein expressed, <u>Parent Engagement Academy</u> and <u>ODYSSEY STEM ACADEMY</u> agree as follow:

# RECITALS

- 1. **SCOPE OF SERVICES:** Parent Engagement Academy will provide a parent training course for the parents of the children enrolled in the school above mentioned. Parent Engagement Academy will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions culminating in a graduation ceremony with diplomas given to parents who attended three or more sessions. This training is designed to help parents get involved in their children's social, emotional and educational wellbeing and help them be successful in school.
- 2. LOCATION: ODYSSEY STEM ACADEMY 3701 Michelson Street, Lakewood CA, 90712
- 3. PERIOD OF PERFORMANCE: March 2019 through June 2019
- 4. COMPENSATION:
  - a. The school agrees to pay a fee of <u>\$85.00 per parent</u>. This fee will be assessed for each parent graduate (those parents attending three or more classes of the total of 5 classes, during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.
  - b. Parent Engagement Academy will open a class with a minimum of 40 parents. 25 parents enrolled in Spanish and 15 parents in English or 40 parents in one language.
- 5. **SCHOOL REQUIREMENTS**: Childcare services, any light snacks or refreshments if available for the graduation ceremony, audio visual equipment, classrooms or other appropriate space.

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

Ruben Frutos, Asst. Superintendent

Business Services

Maria Elena Meraz, CEO

Parent Engagement Academy

VENDOR NUMBER: 1000014539
TAX ID# 82-2352048
PARENT ENGAGEMENT ACADEMY
P.O. BOX 6153 - WHITTIER, CA 90609
562-562-8150



# **PARTNERSHIP AGREEMENT**

# BETWEEN

# PARENT ENGAGEMENT ACADEMY

### AND

# PARAMOUNT UNIFIED SCHOOL DISTRICT

#### **PREFACE - AN AGREEMENT FOR COLLABORATION**

PARENT ENGAGEMENT ACADEMY - TAX ID# 82-2352048 is a non-profit California 501 © 3 corporation consisting of a dynamic group of professionals with a passion for education. They are experts in the field and bring over 20 years of experience in parent engagement, serving low-income families.

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

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

#### **OBJECTIVES - FACTOR PROGRAM**

#### Session 1

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

#### Session 2

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

#### Session 3

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

#### Session 4

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

#### Session 5

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

4. Create an action plan to support our children to succeed

# RECITALS

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

# This agreement shall begin March 2019 and remain in full force until June 2019.

Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

**COMPENSATION:** The school agrees to pay a fee of \$85.00 per parent. This fee will be assessed for each parent graduate (those parents attending three or more classes during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.

#### **SIGNATURES:**

PARAMOUNT UNIFIED SCHOOL DISTRICT	PARENT ENGAGEMENT ACADEMY
Name: Ruben Frutos	Name: <u>Maria Elena Meraz</u>
Title: Assistant Superintendent, Business Services	Title: Chief Executive officer
Signature:	Signature: Elence impury
Date <u>:</u>	Date: February 22, 2019

**TO:** Ruth Perez, Superintendent

**FROM:** Ruben Frutos, Assistant Superintendent of Business Services

**DATE:** March 18, 2019

**SUBJECT:** 2018-19 Budget Adjustments for Second Interim

# **BACKGROUND INFORMATION:**

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

# GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<b>Amount</b>
1000-1999	Certificated Salaries	\$ 29,827
2000-2999	Classified Salaries	339,388
3000-3999	Employee Benefits	546,902
4000-4999	Books and Supplies	260,404
5000-5999	Services, Other Operating Expenses	1,895
6000-6999	Capital Outlay	75,570
7300-7399	Indirect Costs	6,605
8010-8099	Revenue Limit Sources	647,160
8600-8799	Other Local Revenues	613,700

Total Transfer From: \$ 2,521,451

# GENERAL FUND (01.0) - UNRESTRICTED - TRANSFER TO

<u>Object</u>	<b>Description</b>	<b>Amount</b>
8300-8599	Other State Revenues	\$ 11,456
8980-8999	Contributions from Res. Programs	48,970
9790	Reserves	2,461,025

Total Transfer To: \$ 2,521,451

# GENERAL FUND (01.0) - RESTRICTED - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 23,058
2000-2999	Classified Salaries	6,054
4000-4999	Books and Supplies	23,840
8300-8599	Other State Revenues	90,095
8980-8999	Contributions from Res. Programs	48,970
9790	Reserves	171,621

Total Transfer From: \$ 363,638

**ACTION ITEM: 4.1-A** 

# **GENERAL FUND (01.0) - RESTRICTED - TRANSFER TO**

<u>Object</u> 3000-3999 5000-5999 6000-6999 7300-7399 8600-8799	<u>Description</u> Employee Benefits Services, Other Operating Expenses Capital Outlay Indirect Costs Other Local Revenues	\$	Amount 81,250 36,238 123,000 6,605 116,545
	Total Transfer To:	\$	363,638
<u>CAFETER</u>	IA FUND (13.0) – TRANSFER FROM		
<u><b>Object</b></u> 5000-5999	<u>Description</u> Services, Other Operating Expenses	\$	<b>Amount</b> 4,524
	Total Transfer From:	\$	4,524
<u>CAFETE</u>	RIA FUND (13.0) - TRANSFER TO		
<u><b>Object</b></u> 9790	<u>Description</u> Reserves	\$	<b>Amount</b> 4,524
	Total Transfer To:	\$	4,524
BUILDING FUND	) - MEASURE I (21.1) - TRANSFER I	FRO	<u>M</u>
<u><b>Object</b></u> 6000-6999	<u>Description</u> Capital Outlay	\$	<b>Amount</b> 3,490
	Total Transfer From:	\$	3,490
BUILDING FUI	ND - MEASURE I (21.1) - TRANSFEF	<u> ТО</u>	
<u><b>Object</b></u> 4000-4999 5000-5999	<u>Description</u> Books and Supplies Services, Other Operating Expenses	\$	<b>Amount</b> 2,690 800
	Total Transfer To:	\$	3,490
HEALTH & WE	LFARE FUND (67.0) – TRANSFER F	ROM	
<u><b>Object</b></u> 5000-5999	<u>Description</u> Services, Other Operating Expenses	\$	<b>Amount</b> 7,801

Reserves

**Total Transfer From:** 

159,041

166,842

\$

9790

# **HEALTH & WELFARE FUND (67.0) - TRANSFER TO**

<u>Object</u>	<u>Description</u>	<u>Amount</u>
8600-8799	Other Local Revenues	\$ 166,842

Total Transfer To: \$ 166,842

# WORKERS' COMP (67.1) - TRANSFER FROM

<u>Object</u>	<u>Description</u>	<u>Amount</u>
5000-5999	Services, Other Operating Expenses \$	241,510

Total Transfer From: \$ 241,510

# WORKERS' COMP (67.1) - TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
8600-8799	Other Local Revenues	\$ 88,746
9790	Reserves	152,764

Total Transfer To: \$ 241,510

# **EARLY RETIREE (67.2) – TRANSFER FROM**

<u>Object</u>	<u>Description</u>	<u>Amount</u>
5000-5999	Services, Other Operating Expenses \$	585,663
8600-8799	Other Local Revenues	174,591

Total Transfer From: \$ 760,254 EARLY RETIREE (67.2) - TRANSFER TO

<u>Object</u>	<u>Description</u>	<u>Amount</u>
9790	Reserves	\$ 760,254

Total Transfer To: \$ 760,254

# POLICY/ISSUE:

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, Cafeteria Fund, Building Fund - Measure I, Health & Welfare Fund, Workers Comp Fund and Early Retiree 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 SELF INSURANCE EARLY RETIREES FUND (67.2) BUDGET REVISIONS 2018-2019

	٨	В	C	_	ш	д	G	I			×		Σ	z	С
-															
2	Revenues:		Adopted Budget	Unaudited Actuals Board Date 9/10/18	REVISED 07/01 - 08/31 Board Date 9/24/18	REVISED 09/01 - 09/30 Board Date 10/22/18	REVISED 10/01 - 10/31 Board Date 11/14/18	1st Interim Board Date 12/10/18	12/01-12/31 Board Date 1/14/19	1/1-1/31 Board Date 02/12/19	2nd Interim Board Date 03/12/19	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	Final Budget
3	Revenue Limit Sources	8010-8099													•
4	Federal Revenues	8100-8299	- \$												\$
2	Other State Revenues	\$ 6658-008	- \$												\$
9	Other Local Revenues	\$ 6628-0098	\$ 4,059,461								174,591			3,	\$ 4,234,052
7	A.Total Revenues	-	\$ 4,059,461	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 174,591	- \$	- \$	5;	\$ 4,234,052
ထ တ	Expenditures:														
10	Certificated Salaries	1000-1999	•											\$	
11	Classified Salaries	\$ 2000-2999	- \$												\$
12			- \$												\$
13	Books and Supplies	4000-4999	- \$												- \$
14	Services, Other Operating Expenses		\$ 1,780,358								(585,663)			37	\$ 1,194,695
15			- \$											37	- \$
16	Other Outgo	7100-7299	- \$											37	- \$
17	Indirect Costs	\$ 6682-0082	- \$											37	- \$
18	B.Total Expenditures	-	\$ 1,780,358 \$	- \$	- \$	- \$	. \$	- \$	- \$	- \$	\$ (585,663)	- \$	- \$	\$	1,194,695
19	C. Excess (Deficiency) of Revenues														
21	21 Over Expenditures	\$	\$ 2,279,103	- \$	- \$	•	- \$	- \$	-	- \$	\$ 760,254	•	- \$		\$ 3,039,357
23	Other Financing Sources/Uses														
24	D. Transfers In	8910-8929	- \$											37	- \$
22	E. Transfers Out		- \$											0,	- \$
26	F. Financing Sources	_	- \$											0,	
27	G. Financing Uses													0,	
28		\$ 6668-0868	- \$											3	- \$
29	I.Total, Other Sources/Uses		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$	
30														•	
31	Net Increase (Decrease) in Fund Balance	3	\$ 2,279,103	- \$	- \$	•	- \$	- \$	- \$	- \$	\$ 760,254	•	- \$		\$ 3,039,357
33 83															
34		-	4,394,775	\$ 4,394,775	4,394,775	\$ 4,394,775		\$ 4,394,775	4,394,775	S		4,394,775	4,394,775	$\vdash$	\$ 4,394,775
32	Ending Balance		\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 6,673,878	\$ 7,434,132	\$ 7,434,132	\$ 4,394,775	\$ 4,394,775	7,434,132

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

0		Final	Budget	171,100,040	578,779	5,646,406	1,168,484	178,493,709		74,329,896	17,624,008	35,950,509	14,969,334	17,233,482	4,216,848	88,000	(820,274)	163,591,803		14,901,906			5,975,928					(21,643,590)	(15,667,662)		(12,717,612)		37,783,411	25,065,799	
_		5/31	Date	8	\$	\$	8	\$ -	·	9	8	\$	8	\$	\$	\$	\$	\$		\$		\$	\$	\$	\$	\$	\$	s	\$ -	-	\$ -		83,411 \$	\$ 608'92	
Z			e Board Date					\$										\$		\$ -									\$		\$		11 \$ 37,783,411	38,176,809 \$ 38,176,809	
Μ		04/01 - 04/31	Board Date					\$										\$		\$									\$		\$		\$ 37,783,411		
Г		3/1-3/31	Board Date					- \$										- \$		- \$									- \$		- \$			\$ 38,176,809 \$	
メ		2nd Interim Board Date	03/12/19	647,160		(11,456)	613,700	\$ 1,249,404		(29,827)	(339,388)	(546,902)	(260,404)	(1,895)	(75,570)		(6,605)	\$ (1,260,591)		2,509,995								(48,970)	(48.970)		\$ 2,461,025		\$ 37,783,411	\$ 38,176,809	
ſ		1/1-1/31 Board	Date 02/12/19					- \$	·	94,583	97,392	36,851	(167,574)	30,259	256,500			\$ 290,522		\$ (290,522) \$									- \$		\$ (290,522)		\$ 37,783,411	\$ 35,715,784	
_		- e	1/14/19			1,323,620	5,885	\$ 1,329,505		378,624	2,403	76,060	(47,900)	62,063	(200)		(3,863)	\$ 467,187		\$ 862,318 \$			196,940					87,246	(109,694)		752,624		\$ 37,783,411	35,253,682   \$ 36,006,306   \$ 35,715,784   \$ 38,176,809   \$	
I		1st Interim Board Date	12/10/18	1,139,286	525,959		11,739	1,676,984		2,108,055	1,117,910	767,537	(1,960,013)	1,355,109	(113,882)		(98,077)	3,176,639		(1,499,655)								(1,030,074)	(1,030,074)		(2,529,729) \$				
Ð		REVISED 10/01 - 10/31 Board Date	11/14/18					- \$										\$ -		•									-		\$ -		37,783,411 \$	37,783,411 \$	
Ь		REVISED 09/01 - 09/30 Board Date	10/22/18					- \$										\$ -		-									-	<u> </u>	-		37,783,411 \$	\$ 37,783,411 \$	
Е		31 te	9/24/18					\$ - \$										\$ -		\$ -									\$		\$				
D		7 £	81/01/6					-										\$		\$									\$		-			37,783,411 \$ 37,783,411	
C			Adopted Budget	169,313,594	52,820	4,334,242	537,160	174,237,816 \$		71,778,461	16,745,691	35,616,963	17,405,225	15,787,946	4,150,000	88,000	(654,240)	160,918,046 \$		13,319,770 \$			5,778,988					(20,651,792)	(26,430,780) \$		(13,111,010)		47,022,311 \$	33,911,301 \$	
В		-	Ì	8010-8099	8100-8299	300-8599	6628-0098	\$		1000-1999	2000-2999	3000-3999	4000-4999	2000-2999	6669-0009	7100-7299	7300-7399	\$		s		8910-8929	7610-7629 \$	8930-8979	7630-7699	8997	8668	6668-0868	\$		\$		\$	\$	
A				Revenue Limit Sources 80		Other State Revenues 83		A.Total Revenues	Expendit ures:	laries		Employee Benefits 30	Books and Supplies 40	Services, Other Operating Expenses 50	Capital Outlay 60	Other Outgo 71	Indirect Costs 73	B.Total Expenditures	19 20 C. Excess (Deficiency) of Revenues	21 Over Expenditures	ources/Uses		ıt	es		H. Flexibility Transfers	I. Flexibility Transfers	J. Contributions to Res. Programs 89	K.Total, Other Sources/Uses		Net Increase (Decrease) in Fund Balance		Beginning Balance	Ending Balance	
Ħ	1		7	3	4	2	9	7	ω σ		11	12	13	14	15	16	17	18	19	21 (		24	25	26	27	28	29	30	31	+	_	34 35	_	37	38

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

0		Final Budget		11,104,876	8,223,675	1,970,551	21,299,102		15,772,215	8,007,795	8,847,158	3,304,424	8,511,784	655,255		608,227	45,706,858		(24.407.756)								21,643,590	21,643,590		(2,764,166)		5,592,645	2,828,479
z		5/1-5/31 Board Date	\$	s	\$	\$	\$		69	\$	\$	\$	\$	\$	\$	\$	\$		-	_	S	\$	\$	\$	\$	\$	\$	·	•	-		5,592,645 \$	3,400,080 \$
Σ							\$										\$		9									<del>\$</del>	=	·			3,400,080 \$ 3
_		04/01 - 04/31 Board Date					\$										\$		s	<u>.</u>								\$	-	<del>s</del>		s	s
_		3/1-3/31 Board Date					*										- \$		\$									*		•			\$ 3,400,080
ᅩ		2nd Interim Board Date 03/12/19			90,095	(116,545)	\$ (26,450)		(23,058)	(6,054)	81,250	(23,840)	36,238	123,000		6,605	\$ 194,141		(220.591)								48,970	\$ 48,970		\$ (171,621) \$		\$ 5,592,645	3,571,701 \$ 3,400,080 \$
7		1/1-1/31 Board Date 02/12/19		23,167	140,298	3,471	\$ 166,936		(114,969)	107,178	(198,961)	75,027	694,398	(1,300)		57,652	\$ 619,025		\$ (452,089) \$									. \$		\$ (452,089) \$			
_		12/01-12/31 Board Date 1/14/19		122,420	418,130	(35,613)	504,937		18,891	10,813	1,000	(106,570)	79,001			6,267	9,405		495.535								(87,246)	(87,246)		408,289			4,023,790 \$
I		1st Interim Board Date 12/10/18		1,640,743		154,502	1,795,245 \$		884,848	277,208	201,784	967,038	1,858,332	533,555		79,698	4,802,463 \$		\$ (3.007.218) \$								1,030,074	1,030,074 \$	•	\$ (1,977,144) \$		5,592,645	3,615,501 \$
ŋ		REVISED 10/01 - 10/31 Board Date 11/14/18					- \$										- \$		-									-					5,592,645 \$
ш		REVISED 09/01 - 09/30 Board Date 10/22/18					-										-		-									-		-		5,592,645	5,592,645 \$
Ш		REVISED 07/01 - 08/31 0 Board Date 9/24/18					\$ - \$										\$		-	-								-	=	-		5,592,645	5,592,645 \$
Ω		Unaudited Actuals 0 Board Date 9/10/18															- \$		-									-		-			5,592,645 \$ 5,592,645
O		Adopted Budget		9,318,546	7,575,152	1,964,736	18,858,434 \$		15,006,503	7,618,650	8,762,085	2,392,769	5,843,815			458,005	40,081,827 \$		(21,223,393) \$					-			20,651,792	20,651,792 \$	•	(571,601) \$		5,593,355 \$	5,021,754 \$
В		Ad	-	3299	3299	3799	\$		1999	5889	3999	1999	2999	9999	7299	7399	\$		S	_	3929	\$ 629	\$ 6268	\$ 6692	\$ 26	\$ 86	\$ 6668	\$	=	S		\$	\$
			8010-8099	8100-8299	8300-8299	8600-8799			1000-1999	2000-2999	3000-3999	4000-4999	2000-2999	6669-0009	7100-7299	7300-7399				1	8910-8929	7610-7629	8930-8979	7630-7699	8997	89	6668-0868			9		H	$\perp$
∢		Revenues:		Federal Revenues	Other State Revenues	Other Local Revenues	A. Total Revenues	Expenditures:		1 Classified Salaries			4 Services, Other Operating Expenses	5 Capital Outlay		7 Indirect Costs	B.Total Expenditures	C Excess (Deficiency) of Revenues		2 3 Other Financing Sources/Uses			<ol> <li>F. Financing Sources</li> </ol>		<ol> <li>H. Flexibility Transfers</li> </ol>		<ol> <li>J. Contributions to Res. Programs</li> </ol>	ᅶ		3 Net Increase (Decrease) in Fund Balance	41.0		7 Ending Balance
L	_	2	3	4	2	9	7	ထတ	10	÷	12	13	14	15	16	1,	18	19	ί'n	22	24	25	26	27	28	29	30	31	32	33	8 %	36	37

# PARAMOUNT UNIFIED SCHOOL DISTRICT CAFETERIA FUND (13) BUDGET REVISIONS 2018-2019

	٧	В	O	Q	Ш	ш	ŋ	Ι	_	7	エ	_	Σ	z		0
7																
				Unaudited Actuals	REVISED 07/01 - 08/31	REVISED 09/01 - 09/30	REVISED 10/01 - 10/31	1st Interim	12/01-12/31	1/1-1/31	2nd Interim			i	Ī	
2	Revenues:		Adopted Budget	Board Date 9/10/18	Board Date 9/24/18	Board Date 10/22/18	Board Date 11/14/18	Board Date 12/10/18	Board Date 1/14/19	Board Date 02/12/19	Board Date 03/12/19	3/1-3/31 Board Date	04/01 - 04/31 Board Date	5/1-5/31 Board Date	- a	Final Budget
3	Revenue Limit Sources	8010-8099	•												s	
4	Federal Revenues	8100-8299	\$ 8,261,000												\$	8,261,000
2		8300-8299	\$ 652,000												\$	652,000
9	Other Local Revenues	8600-8799	\$ 387,000												\$	387,000
7	A.Total Revenues		\$ 9,300,000	- \$	- \$		- \$	- \$	- \$	- \$	- \$	- \$	- \$	•	\$	9,300,000
ထ တ	Expenditures:															
10	Certificated Salaries	1000-1999													s	
11	Classified Salaries	2000-2999	\$ 3,556,860					240,435							\$	3,797,295
12	Employee Benefits	3000-3999	\$ 1,655,147					11,256		1,455					\$	1,667,858
13	Books and Supplies	4000-4999	\$ 3,875,885					25,666		(21,229)					\$	3,880,322
14	Services, Other Operating Expenses	2000-2999	\$ 132,108					(74,095)	(4,166)	19,312	(4,524)				\$	68,635
15		6669-0009	\$ 72,000					(32,000)							\$	40,000
16	Other Outgo	7100-7299	- \$												\$	
17	Indirect Costs	7300-7399													<del>s</del>	
18	B.Total Expenditures		\$ 9,292,000	- \$	- \$	- \$	- \$	\$ 171,262	\$ (4,166)	\$ (462)	\$ (4,524)	- \$	- \$	- \$	\$	9,454,110
19	C. Excess (Deficiency) of Revenues															
21	21 Over Expenditures		\$ 000'8 \$	•	- \$	· \$	- \$	\$ (171,262)	\$ 4,166	\$ 462 \$	\$ 4,524	\$	· \$	\$	\$	(154,110)
23	Other Financing Sources/Uses															
24		8910-8929	- \$												\$	
25	E. Transfers Out	7610-7629	- \$												\$	
26	F. Financing Sources	7930-8979													s	
27	G. Financing Uses	7630-7699													\$	
28	H. Contributions to Res. Programs	6668-0868	- \$												\$	
29	I.Total, Other Sources/Uses		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$	
30																
31	Net Increase (Decrease) in Fund Balance		\$ 000'8 \$	- \$	- \$	- \$	- \$	\$ (171,262)	\$ 4,166	\$ 462	\$ 4,524	-	- \$	- \$	\$	(154,110)
33																
34			\$ 400,530			400,530			400,530		400,530				\$	400,530
32	Ending Balance		\$ 408,530 \$	\$ 400,530 \$	\$ 400,530	\$ 400,530	\$ 400,530	\$ 229,268	\$ 233,434	\$ 233,896	\$ 238,420 \$	\$ 238,420	\$ 238,420	\$ 238,420	s	246,420

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

_	_		_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_		_	_
0		Final					334,000	334,000						321,083	331,168	7,220,349			5,500,000	13,372,600		(13,038,600)									(13,038,600)		13,689,064	750 757
z		5/1-5/31 Board Date	9	•	\$	\$	\$	·			8	9	\$	\$	\$	8	€	\$	€	·		-		€9	\$	\$	€	€	-	•	\$ -		13,689,064 \$	CEO 464 C
Σ		04/01 - 04/31 Board Date	+					- \$												-		-							- \$	•	- \$		13,689,064	\$ CEO 464 \$
		3/1-3/31 Board Date						- \$												\$ - \$		-							- \$		\$ - \$		13,689,064	********
ᅩ		2nd Interim Board Date						- \$						2,690	800	(3,490)				- \$		\$ -							- \$	•	- \$		13,689,064	4010
٦		1/1-1/31 Board Date 02/12/19						- \$						40,562	76,588	(117,150)				- \$		- \$							- \$		- \$		13,689,064	, 0, 0, 0
_		12/01-12/31 Board Date 1/14/19						- \$						344	10,695	(11,039)				- \$		- \$							· \$		- \$		13,689,064	. 0. 0.0
I		1st Interim Board Date 12/10/18						•						277,487	243,085	852,028				\$ 1,372,600		(1,372,600)							· \$	*	\$ (1,372,600)		13,689,064	
9		REVISED 10/01 - 10/31 Board Date						- \$												- \$		· \$							· \$		- \$		13,689,064	П
L		REVISED 09/01 - 09/30 Board Date 10/22/18						\$												· \$		\$							· \$		- \$		13,689,064	, 00 000 0
ш		REVISED 07/07 - 08/31 Board Date 9/24/18	-					•												· \$		\$							· •		\$		13,689,064	
Q		Unaudited Actuals Board Date	5					- \$												•		•							· \$		•		13,689,064 \$ 2,023,064	700 000 0 4 700 000 0 4 700 000 0
O		Adopted Budget	- Contraction				334,000									6,500,000			5,500,000	12,000,000		(11,666,000)									(11,666,000)			
В		4	8010-8099	Ť	1	8300-8599 \$	\$ 6628-0098	\$			1000-1999	2000-2999 \$	\$ 6668-0008	4000-4999 \$	\$ 6665-0005	\$ 6669-0009	7100-7299 \$	\$ 6624-0024	7400-7499 \$	\$		\$		8910-8929 \$	7610-7629 \$	\$ 6268-088	\$ 6692-0892	\$ 6668-0868	4	   	\$		\$	•
A		Revenues:	Revenue Limit Sources	+	_	5 Other State Revenues	6 Other Local Revenues	7 A.Total Revenues	-	Expenditures:	10 Certificated Salaries	1 Classified Salaries	12 Employee Benefits	13 Books and Supplies	14 Services, Other Operating Expenses	15 Capital Outlay	16 Other Outgo	7 Indirect Costs	18 Debt Service	19 B.Total Expenditures	20 21 C. Excess (Deficiency) of Revenues	22 Over Expenditures	23 24 Other Financing Sources/Uses					9 H. Contributions to Res. Programs	30 I.Total, Other Sources/Uses	1	32 Net Increase (Decrease) in Fund Balance	4	35 Beginning Balance	C
	1		1 در	Ί	4	2	9	۷.	8	6	Ĕ	1	1	1	1	1	1	1	1,	۲	20 21	2.	2	Š	2	27	28	58	3	31	3	33 34	3	١

# PARAMOUNT UNIFIED SCHOOL DISTRICT SELF INSURANCE HW FUND (67.0) BUDGET REVISIONS 2018-2019

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-			)	-	1	1		)			,		I			)
				⊃ `d		REVISED 07/01	REVISED 09/01 - 09/30		1st Interim	12/01-12/31	1/1-1/31	2nd Interim	700	200	3	ï
2	Revenues:		Adopted Budget		9/10/18	- 08/31 Board Date 9/24/18	Board Date 10/22/18	11/14/18	Board Date 12/10/18	1/14/19	Board Date 02/12/19	Board Date 03/12/19	3/1-3/31 Board Date	D4/01 - D4/31 Board Date	5/1-5/31 Board Date	Final Budget
3	imit Sources	8010-8099	\$													
4	Federal Revenues	8100-8299	s													- \$
2	Other State Revenues	8300-8599	\$													- \$
9	Other Local Revenues	8600-8799	\$ 23,134,655	929,								(166,842)				\$ 22,967,813
7	A.Total Revenues			,655 \$		- \$	•	- \$	- \$	- \$	- \$	\$ (166,842)	- \$ (	- \$		\$ 22,967,813
ထ တ	Expenditures:															
10	Certificated Salaries	1000-1999	\$													
11	Classified Salaries	2000-2999	\$													- \$
12	Employee Benefits	3000-3999	\$	-												- \$
13	Books and Supplies	4000-4999	\$													- \$
14	Services, Other Operating Expenses	5000-5999	\$ 23,134,655	,655								(7,801)				\$ 23,126,854
15	Capital Outlay	6000-6999	\$													. \$
16	Other Outgo	7100-7299	\$													
17	Indirect Costs	7300-7399		_												
18	B.Total Expenditures		\$ 23,134,655	,655 \$	•	- \$	- \$	- \$	- \$	- \$	- \$	\$ (7,801)	- \$ (	- \$	- \$	\$ 23,126,854
19	C. Excess (Deficiency) of Revenues															
21	21 Over Expenditures		\$	\$	'	- \$	- \$	- \$	- \$	- \$	- \$	\$ (159,041)	\$	- \$	- \$	\$ (159,041)
23	O															
24	D. Transfers In	8910-8929	\$													- \$
25	E. Transfers Out	7610-7629	\$	-												- \$
26	F. Financing Sources	8930-8979	\$	-												- \$
27		7630-7699	\$													- \$
28	H. Contributions to Res. Programs	8980-8999	\$													. \$
29	I.Total, Other Sources/Uses		\$	\$	•	- \$	•	- \$	- \$	- \$	- \$	. \$	- \$	- \$	- \$	- \$
30					•											
31	Net Increase (Decrease) in Fund Balance		\$	\$		•	•	- \$	- \$	- \$	- \$	\$ (159,041)	- \$ (	- \$	- \$	\$ (159,041)
33																
34			\$ 14,811,	. \$ 772,	14,811,277 \$ 12,254,290	14,811,277	14,811,277	14,811,277	14,811,277		14,811,277			14,811,277	14,811,277	\$ 14,811,277
32	Ending Balance		\$ 14,811,	,277 \$	14,811,277	14,811,277   \$ 14,811,277   \$ 14,811,277	\$ 14,811,277	\$14,811,277	\$ 14,811,277	\$ 14,811,277	\$ 14,811,277	\$ 14,652,236		\$ 14,652,236   \$ 14,652,236   \$ 14,652,236	\$ 14,652,236	\$ 14,652,236

# Revision Tables by Fund-Board 2nd Interim 3-12-19

# PARAMOUNT UNIFIED SCHOOL DISTRICT SELF INSURANCE WORKERS COMP FUND (67.1) BUDGET REVISIONS 2018-2019

	٧	٥	C	c	L	ь	C		_	-	_	-	24	-	C
		2	)	2	J	_	Þ		-	2	۷	,	×	2	o
~					•			•						•	
				Unaudited Actuals Board Date	REVISED 07/01 - 08/31 Board	REVISED 09/01 - 09/30 Board Date	REVISED 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	04/01 - 04/31	5/1-5/31	Final
7	ш.		Adopted Budget	9/10/18	Date 9/24/18	10/22/18	11/14/18	12/10/18	1/14/19	02/12/19	03/12/19	Board Date	Board Date	Board Date	Budget
က	_	8010-8099													- \$
4	Н	8100-8299	- \$												- \$
2	Other State Revenues	8300-8299	- \$												- \$
9	Other Local Revenues	8600-8799	\$ 2,019,201								(88,746)				\$ 1,930,455
7	A.Total Revenues		\$ 2,019,201 \$	- \$	- \$	•	· \$	- \$	- \$	- \$	\$ (88,746)	•	- \$		\$ 1,930,455
∞ (	_														
ກ	_	-													
10	Certificated Salaries	1000-1999													
11	Classified Salaries	2000-2999	- \$												- *
12	Employee Benefits	3000-3999	- \$												- *
13	Books and Supplies	4000-4999	- \$												- \$
14		2000-2999	\$ 2,322,348								(241,510)				\$ 2,080,838
15		6669-0009	· &												- \$
16	) Other Outgo	7100-7299	- \$												- \$
17	Indirect Costs	7300-7399	- \$												- \$
18	B.Total Expenditures		\$ 2,322,348 \$	. \$	- \$	- \$	. \$	- \$		- \$	\$ (241,510)	- \$	- \$		\$ 2,080,838
19	C. Excess (Deficiency) of Revenues														
21	21 Over Expenditures		\$ (303,147) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$ 152,764	- \$	- \$		\$ (150,383)
22	Other Financing Sources/Uses														
24		8910-8929	- \$												- \$
25	E. Transfers Out	7610-7629	- \$												- \$
26		8930-8979	- \$												- \$
27		7630-7699	- \$												- \$
28	H. Contributions to Res. Programs	8980-8999	- \$												- \$
29	I.Total, Other Sources/Uses		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$		- \$
30		,		v						v				•	
31	Net Increase (Decrease) in Fund Balance		\$ (303,147) \$	. \$	- \$	- \$	. \$	- \$		- \$	\$ 152,764	- \$	- \$		\$ (150,383)
33 33															
34	Beginning Balance		\$ 5,573,461	\$ 5,573,461	5,573,461	5,573,461		5,573,461	5,573,461	5,573,461	5,573,461	5,573,461		-	\$ 5,573,461
35	Ending Balance			5,270,314 \$ 5,573,461 \$	5,573,461	\$ 5,573,461 \$ 5,573,461		\$ 5,573,461	\$ 5,573,461	\$ 5,573,461 \$ 5,573,461	\$ 5,726,225	\$ 5,726,225	\$ 5,573,461	_	\$ 5,423,078

**TO:** Ruth Perez, Superintendent

**FROM:** Ruben Frutos, Assistant Superintendent of Business Services

**DATE:** March 18, 2019

**SUBJECT:** Second Interim Report 2018-2019

# **BACKGROUND INFORMATION:**

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

Two specific reporting periods are required. The First Interim Report is due on or before December 15, 2018 and covers the period July 1 through October 31, 2018. The Second Interim Report is due on or before March 15, 2019 and covers the period July 1, 2018 through January 31, 2019.

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

# POLICY/ISSUE:

California Education Code 42130 – <u>District Interim Reports</u> Board Policy 3430 – <u>Periodic Financial Reports</u>

# FISCAL IMPACT:

None

# **STAFF RECOMMENDATION:**

Approve the Second Interim Report with a positive certification.

# 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

**ACTION ITEM: 4.2-A** 

**TO:** Ruth Pérez, Superintendent

**FROM:** Ruben Frutos, Assistant Superintendent - Business Services

**DATE:** March 18, 2019

**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% Retention Amount
Ortco, Inc.	Tanner, Lincoln, Roosevelt: replace playground equipment & surfacing (Bid #6-18-19) P. O. 19-01745	\$ 156,001.40	\$ 7,800.07
REM Custom Builders, Inc.	Keppel: replace windows – various rooms (Bid #2-16-17) P. O. 19-01431	\$ 82,600.00	\$ 4,130.00

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

# **POLICY/ISSUE:**

Board Policy 7430 – <u>Acceptance of Completed Projects</u>

### FISCAL IMPACT:

None

# STAFF RECOMMENDATION:

Accept as completed the Field Service Contracts for replacement of playground equipment and surfacing at Tanner, Lincoln, and Roosevelt, replacement of windows at Keppel, 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 Environment conducive to learning

• Goal 2: Create positive supportive and caring relationship between all students, teacher, site leadership and district leadership

**ACTION ITEM: 4.3-A** 

**TO:** Ruth Pérez, Superintendent

**FROM:** Ruben Frutos, Assistant Superintendent-Business Services

**DATE:** March 18, 2019

**SUBJECT:** New Construction at Zamboni Middle School

# **BACKGROUND INFORMATION:**

Zamboni Middle School has a number of relocatable classrooms that were put into service when the school was built over 22 years ago. Likewise, the school office, restrooms, and library media rooms are the original relocatables. Under Measure I Bond financing, the District planned for the construction of a new building to replace all existing portable rooms in the north section of the school. WLC Architects evaluated the building possibilities for a single large structure and developed preliminary design plans. A new, two-story 30,000 square-foot building will replace all relocatable rooms and add much-needed classroom space for the site. The addition of a two-story building will create more space to make many site improvements, including additional parking, drop-off areas, athletic field, and student quads.

Staff seeks Board approval for the new building construction project at Zamboni Middle School. The process consists of finalizing design plans and construction documents, building construction and bid proposals for the site work improvements. Upon Board approval, staff will direct WLC Architects to finalize plans and specifications, and enter into an agreement with Silver Creek Industries for the construction of the new building. Lastly, staff will create and execute all bid documents related to the construction at Zamboni Middle School and return for Board approval of the bid award for the site improvement contract.

### POLICY/ISSUE:

Board Policy 3313 - Bids & Quotations

# FISCAL IMPACT:

\$24,143,217 Bond Measure I

## STAFF RECOMMENDATION:

Authorize staff to execute all contracts and purchase all necessary services/materials in order to complete Zamboni Middle School's new building.

# 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 4: All school facilities will be clean, well-maintained and modern

**ACTION ITEM: 4.4-A** 

**TO:** Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

**DATE:** March 18, 2019

**SUBJECT:** Network Hardware Replacement Project

# **BACKGROUND INFORMATION:**

The District's current network switches, part of the District technology infrastructure, are in excess of nine (9) years old and beyond the manufacturer warranty and support period. We have experienced a high failure rate and third-party parts are becoming extremely difficult to acquire. The industry standard for replacement of network switches is five (5) years and is recommended not to exceed seven (7) years. Typical warranty and support end at year seven (7). Every device that connects to the internet including our phones, alarms and security cameras all pass through these devices. Every school site in the district will be upgraded for a total 652 switches.

School districts are subsidized 1 out of every 5 years by the Schools and Libraries division known as E-Rate. There is \$1.844 million allocated to Paramount Unified School District to contribute to this project. E-rate rules require that we publicly post a request for proposals for 28 days and accept bids during that period. Our request for proposal period has closed and Cybertech is the recommended vendor based on solution cost, capability and features, ease of use, vendor stability and K-12 references.

# POLICY/ISSUE:

Board Policy 3313 - Bids & Quotations

## FISCAL IMPACT:

\$2,828,671.00 (Bid award amount)

\$1.844 M E-rate funds and \$989,000 District Funds

# STAFF RECOMMENDATION:

Authorize staff to the award the bid to Cybertech for the procurement of network hardware to complete the replacement project.

# PREPARED BY:

Jim Wolff, Director – Technology

# STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

• Goal 4: All school facilities will be clean, orderly, well maintained, and modern

**ACTION ITEM: 4.5-A** 

**TO:** Ruth Pérez, Superintendent

FROM: Ruben Frutos, Assistant Superintendent-Business Services

**DATE:** March 18, 2019

**SUBJECT:** Board Room Audiovisual Equipment Upgrade

# **BACKGROUND INFORMATION:**

The Board of Education provided direction to implement online access to Board meetings. In order to accommodate the digital format needed for online content, staff will need to update the audio\video (AV) equipment in the Boardroom. The AV equipment is more than 15 years old and is long past its warranty period. After reviewing the alternatives, retrofitting the current equipment was not an option. The District requested proposals from three local AV companies and found DB Media Group offered the best solution at a competitive price. DB Media Group has a proven track record in the District and is run by former Paramount graduates.

The proposal selected will result in a 100% digital system that can stream and record both audio and video in a format that can be shared on the internet. This solution should also have a lifespan in of more than 10 years.

# POLICY/ISSUE:

Board Policy 3313 - Bids & Quotations

# FISCAL IMPACT:

\$35,832.37 from District General Fund

### **STAFF RECOMMENDATION:**

Authorize the procurement of the Boardroom AV equipment upgrade

# PREPARED BY:

Jim Wolff, Director - Technology

# STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

• Goal 4: All school facilities will be clean, orderly, well maintained, and modern

**TO**: Board of Education

**FROM**: Ruth Pérez, Superintendent

**DATE**: March 18, 2019

**SUBJECT**: Board of Education Term Limits

# **BACKGROUND INFORMATION:**

The Paramount Unified School District has expressed an interest in exploring imposing Term Limits on Board Members following a vote of the electorate. Pertinent information regarding this matter requested by the Board of Education includes the following:

# **Legal Information**

Under the Education Code, "any person ...who is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and not otherwise disqualified by State law is eligible to seek election to the Board." (California Education Code, Article I, Membership, Section 35107). As an exception to this statement, the same statue allows for imposition of term limits on Board members. Specifically, subdivision of section 35107 states: "Notwithstanding any other provision of law, the governing board of a school district may adopt or the residents of the school district may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the governing board of the school district may serve on the governing board of the school district."

While this makes clear that voters, by initiative (i.e. gathering signatures on a petition) can place a term limits measure on the ballot, it is less clear if the Board may "adopt" term limits themselves or "adopt" a proposal to be placed before the voters. The legislative history of the Bill which enacted this language, however, is clear that the bill: "Provides that these terms limits shall apply prospectively only and shall not become operative without being submitted to the voters for a majority vote." (Assem. Committee on Appr., Analysis of Sen. Bill No. 2 (1995-96. Reg. Sess.).

# To Put Term Limits Before the Voters:

- The Board decides on the proposed limits and when they go into effect. For example: 2 terms/8 years or 3 terms/12 years). The Board of Education can set its own limits. These are just two examples.
- The Board approves specifications to these limits. For example, Palo Alto selected a model which set to two terms and the Board member then exits for one term before they can run again. Another district set theirs to four terms and they cannot run again. The Board sets its own model as well as

limits.

- The Board directs staff to bring a Resolution requesting the County to place the measure on the ballot. This Resolution would come before the Board at the April 2019 meeting.
- Require assistance of legal counsel. The approximate cost for legal counsel is not to exceed \$15,000. Legal fees include legal advice and consultation, as well as assistance with preparing language and resolutions.

# Los Angeles County Registrar/Recorders Office Takes Care of the Rest

- They run the election and notify us of the results
- The LA County Registrar of Voters is producing an estimate of costs and will report back to the District. It is estimated that it will have a cost of \$100,000. Other districts have spent \$80-100 thousand dollars for legal costs and reimbursement requirements of the County Registrar of Voters. Base charges, ballot statements, measure pages, shared ballot printing costs, legal notices of election and polling places as well as certification fees are a part of this cost. The Palo Alto District's cost was approximately \$100,000 in total.

It is recommended that the Board of Education discuss, agree as a Board, and approve a motion directing staff to:

- 1) Proceed with the intent to place the measure on the ballot in the 2020 General Election.
- 2) Decide on the actual term limits 2 terms/8 years or 3 terms/12 years.
- 3) Decide on specifications of the term limits.
- 4) Adopt a resolution at the April 2019 Board of Education meeting ordering the election with specified term limits.

# PREPARED BY:

Ruth Pérez, Superintendent

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