

Paramount Unified School District



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BOARD OF EDUCATION

CARMEN GOMEZ
President
YESENIA CUARENTA
Vice President
SONIA DE LEON
Member
LINDA GARCIA
Member
VIVIAN HANSEN
Member
RUTH PÉREZ
District Superintendent

REGULAR MEETING OF BOARD OF EDUCATION

MINUTES
July 8, 2019

The meeting was called to order at 6:07 p.m. by President Carmen Gomez in the Boardroom at the District Office, 15110 California Avenue, Paramount, California.

- Pledge of Allegiance Lucy Albera, Director-Nutrition Services led the Pledge of Allegiance.
- Roll Call Carmen Gomez Linda Garcia
Yesenia Cuarenta Vivian Hansen
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
Lucy Albera, Director-Nutrition Services
Jessie Flores, Interim Director-Safety & Security
Greg Francois, Director-Secondary Education
Elida Garcia, Director-Special Education
Renee Jeffrey, Director-K-5 Instructional Support & Innovative Programs
Scott Law, Director-Facilities & Project Management
Patricia Tu, Director-Fiscal Services
Christiana Kraus, Principal-Paramount High School
Anna Yasuhara, Assistant Principal-Paramount High School
- Approve Agenda July 8, 2019 Board Member Hansen moved, Board Member Garcia seconded.
1.204 Superintendent Pérez reported that there are changes needed to consent item 3.3-C and action item 3.8-A.
- 3.3-C on page 45 - fiscal impact should reflect an amount of \$94,000 and in the background information of the item as indicated on page 49 of the contract.
- 3.8-A on page 103 to insure taxes are included, the fiscal impact should reflect \$76,313.90 from LCAP Supplemental and Concentration funds plus any applicable sales tax on product.
- The motion carried 5-0 to approve the agenda of July 8, 2019 with noted changes.
- Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, President Gomez

Special Meeting Minutes June 4, 2019
1.205

Board Member Hansen moved, Vice President Cuarenta seconded and the motion carried 5-0 to approve the minutes of the Special Meeting of June 4, 2019.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, President Gomez

Regular Meeting Minutes June 24, 2019
1.206

Board Member Garcia moved, Board Member Hansen seconded and the motion carried 4-0 to approve the minutes of the Regular Meeting of June 24, 2019.

Ayes: 4 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta

Board President Gomez did not vote as she was absent from the June 24, 2019 meeting.

REPORTS

Employee Representative Reports

TAP Representative Maria Parkins reported that teachers are still enjoying their well deserved time off and hopes that everyone will get some time off as well.

CSEA Representative Alex Maldonado thanked the Board for voting on the Sunshine contract being presented to the Board. He added that there has been some negotiations movement and is hoping to come to an agreement to move forward. CSEA appreciates the teams effort and support.

Board Member Reports

Board Member Garcia thanked all for their prayers and well wishes. She shared information about the upcoming Tepic Sister Cities meeting and Dia del los Muertos. She provided information about a Cultural Community Garden that Tepic Sister Cities is working on establishing with the City of Paramount.

Board Member De Leon reported that she attended the NEARA (National Education Association Representative Assembly) as a state delegate for the California's Teacher Association. She learned that she is not alone in the sentiment of teacher respect. Also, about student wrap around services and full funding education. She also attended a protest of the concentration camps for children in Houston, Texas. She will be attending the last Masters in Governance Course this weekend.

Board Member Hansen reported that she attended the retirement celebration for three people at the Adult Ed.

Board Vice President Cuarenta joined Paramount educators during teacher training.

Board President Gomez reported that she attended Buena Vista, Paramount Adult School Transition and Paramount High School graduations and Hollydale's promotion. She attended the Turnaround Arts Conference with Sue Saikaly-Principal, Kim Chavez-Assistant Principal, and Tamara Calero-Hill-Counselor of Zamboni Middle School. After the Turnaround Arts Conference, Board President Gomez attended the 15th Annual Schools to Watch Leadership Conference in which Zamboni Middle School presented "Connectedness to Schools" and the overall impact this has on student success and academic achievement.

Board President provided each Board member with a copy of a study of outcomes on the school-wide implementation of Beat the Odds. Board President Gomez along with Zamboni's staff attended an advocacy meeting on the Hill with Congresswoman Lucille Roybal-Allard and took a tour of Congress.

Superintendent's Report

Superintendent Dr. Pérez highlighted the following:

- Superintendent Pérez attended the awards ceremony in D.C. in support and celebration for the success of Zamboni Middle School. She gave a shout out to Zamboni for being re-designated a Schools to Watch and for all their hard work.

Introductions:

Dr. Elida Garcia, Director-Special Education

Dr. Elida Garcia received her Bachelor's Degree in Psychology from UCLA. She received her Master's Degree in Counseling/ School Psychology from California State University, Northridge and her Doctorate from Pepperdine University in Educational Leadership and Policy.

Elida has a vast experience in education having previously served as a School Psychologist, Parent Involvement Facilitator, and a Grants Administrator for twelve years in Hawthorne Unified School District. She was a Professor with Loyola Marymount University for two years. She then worked as a Family Literacy Facilitator for five years with Los Angeles County Office of Education. For the past seven years, Elida has successfully served as the Early Childhood Education Program Director.

Elida Garcia, Director-Special Education was welcomed.

Christiana Kraus, Principal-Paramount High School

Christiana Kraus received her Bachelor's Degree in History and Kinesiology and her Master's Degree in Physical Education Administration from California State University, Dominguez Hills.

Christiana was a Social Studies and Physical Education Teacher for seven years at Santa Fe High School in Whittier Union High School District. She then served as the Assistant Principal of Guidance for four years at California High School and the Assistant Principal of Curriculum for three years at Pioneer High School in the Whittier Union High School District. In 2014, she became a Principal at Covina High School in Covina Valley Unified School District. For the past two years, Christiana has worked as a Leadership Solutions Advisor for the Flippen Group.

Christiana Kraus, Principal-Paramount High School was welcomed.

Probolsky Voter Survey Results

Mr. Adam Probolsky, presented the Board with the results on the voter survey conducted by his Research firm on Board Member term limits.

Mr. Probolsky shared results on questions asked of 300 likely November 2020 voters in Paramount Unified School District. Interviews were conducted with respondents on both landlines and mobile phones and were offered in English and Spanish as well as on-line.

There was discussion and a request to place term limits on the 2020 election ballot and in September to discuss the policy language to be on the ballot.

President Gomez motioned, Board Member De Leon seconded and the motion failed 2-2-1 to place term limits on the 2020 election ballot.

1.207

Ayes: 2 – Board Members De Leon, President Gomez
Noes: 2 – Board Members, Garcia, Hansen
Abstain: 1 – Vice President Cuarenta

There were Board Member requests to obtain more detailed information on the results of the 366 page survey and if a Study Session can be scheduled in late August to allow the Board to obtain the results data and upon the Study Session concluding, the motion to place term limits will be brought back to the Board in September for a vote.

The presentation is available for viewing on the District website.

L.A. Metro Project

Mr. Ruben Frutos, Assistant Superintendent-Business Services provided the Board with an update on the L.A. Metro project. Information included a project overview of the location, environmental impact and cost.

There was discussion on the proposed tunnel and who will be monitoring it, concerns of safety, the design, and funding.

The presentation is available on the District website.

Guidelines for Booster Clubs, Parent and School-Connected Organizations

Mr. Ruben Frutos, Assistant Superintendent-Business Services provided information to the Board on the Guidelines for Booster Clubs, Parent and School-Connected Organizations. The Guidelines are available for viewing on the District's website in English and Spanish.

There was a question as to where the Frequently Asked Questions were obtained? Mr. Frutos stated that he has been working with guidelines for many years and the questions have come from people and while hiring groups/partners.

BOARD MEETING CALENDAR

There were no changes to the Board meeting calendar.

Superintendent Pérez shared that at the August Board meeting, she will be providing some dates to the Board for potential Study Sessions. Study Sessions topics would be on Special Education, to share new initiatives coming forward and to provide updates on previous initiatives, and on the Probolsky Survey report. It was asked if the 366 page Survey results would be received prior to the Study Session and if it could be provided two weeks in advance.

A reminder was provided on the Special Meeting on August 6, 2019 at 5:30 p.m.

HEARING SECTION

During the public hearing section the following community members addressed the Board and provided public comments: Sara Huezo, Adrian Alvarez.

Sara Huezo addressed the Board on open comments including her previous comments from a previous meeting, transparency, Sparkletts water being delivered to the District and students drinking water from old

pipes and concerns she has on the Metro project. She requested her comments be placed in the minutes word for word.

Superintendent Pérez commented that new minutes have been adjusted to include the name of the speaker and topics they addressed.

A Board member commented that they believe there have been community meetings on the Metro project and for information to be gathered on these meetings to inform our parents/community of these meetings so they can provide input. Superintendent Pérez requested that the report on water be placed on the District website.

A Board member asked if Ms. Huezo's questions will be addressed. Dr. Pérez commented that a letter will be mailed and a copy would be provided to the Board.

Adrian Alvarez addressed the Board on public speakers rights to speak and participate during the hearing section, and on protocols, Board member accountability, follow up to concerns, intent to democratize the Board, intimidation and harassment of the immigrant community by the President.

There was discussion regarding the Board meeting minutes and was requested by a Board member to have minutes be formatted as they used to be. There was Board inquiry as to how long our Board meeting videos are accessible.

CONSENT ITEMS

0.208

Vice President Cuarenta motioned, Board Member De Leon seconded and the motion carried 5-0 to approve the consent items.

The following questions were received from the Board related to:
2.1-C pages 11-15 – Question as to what does the District consider “temporary”. Dr. Myrna Morales, Assistant Superintendent-Human Resources provided a response and shared that for better clarification and understanding, the Ed. Code definition will be provided and sent to the Board with the Wednesday Report on July 10, 2019.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, President Gomez

General Services

Representatives to Athletic Leagues for 2019-20
1.208

Approved Christiana Kraus, Paramount High School Principal as a District Representative to athletic leagues for the 2019-20 school year.

Human Resources

Personnel Report 19-01
2.208

Accepted Personnel Report 19-01 as submitted. The report includes details, assignments, terminations, and employment of personnel. Certain assignments listed in this report may be contingent upon allocation of funding in the 2019-20 State Budget Act and related legislation.

Consultant Services
2.208

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

Educational Services

Consultant and Contract Services 3.208	Approved the consultant and contract services request authorizing contracts with consultant or independent contractors who provide specialized services, as submitted.
Memorandum of Understanding with Tri City Consortium for distribution of AB 104 Adult Education Block Grant Funds 3.208	Approved Memorandum of Understanding with Tri City Consortium for distribution of AB 104 Adult Education Block Grant Funds for the 2019-20 school year
Contract with the Los Angeles County Probation Department for a Gang Alternative and Prevention Program Officer 3.208	Approved the contract with the Los Angeles County Probation Department for a Gang Alternative and Prevention Program Officer for the 2019-20 school year.

Business Services

Purchase Order Report, 19-01 4.208	Approved Purchase Order Report 19-01 authorizing the purchase of supplies, equipment, and services for the District.
Consultant Services 4.208	Approved the consultant services requests authorizing contracts with consultants or independent contractors who provide specialized services and authorize the Superintendent or designee to execute all necessary documents.
Acceptance of Donations 4.208	Accepted the donations as presented on behalf of the District with any bequests or gifts of money or property for a purpose deemed to be suitable by the District.
Warrants for the Month of May 2019 4.208	Approved warrants for all funds through May with a total of \$18,537,641.76.
Warrants for the Month of June 2019 4.208	Approved warrants for all funds through June with a total of \$17,268,693.82.

ACTION ITEMS

General Services

Resolution 19-01 2019-20 Board Memberships 1.209	Board Member De Leon moved, Board Member Hansen seconded, and the motion carried 5-0 to adopt Resolution 19-01 authorizing memberships in associations and organizations for the Board of Education members for the 2019-20 school year. Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez
2019-20 Compensation for Board of Education Members 1.210	President Gomez moved, Board Member De Leon seconded, and the motion carried 5-0 to approve compensation per Education Code Section 25120 for the Board of Education members for the 2019-20 school year. Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-02 Board
Member Compensation for
Absence Due to Illness
1.211

Board Member Hansen moved, President Gomez seconded, and the motion carried 5-0 to adopt Resolution 19-02 authorizing the compensation of a Board of Education member for a maximum of two Board meetings per calendar year when the member cannot attend the meetings due to illness.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Human Resources

Establishment of a Job
Description for Special
Education Data Specialist and
Establishment of, and
Employment Authorization for,
1 Position at 8 hours per day,
12-months
2.212

Board Member Garcia moved, Vice President Cuarenta seconded, and the motion carried 4-1 to approve the new job description of Special Education Data Specialist and establishment of, and employment authorization for, 1 position at 8 hours per day, 12-months.

Ayes: 4 – Board Members Garcia, Hansen, Vice President Cuarenta
President Gomez

Abstain: 1 – Board Member De Leon

Educational Services

Inter-Intra SELPA Agreements
for the 2019-20 School Year
for Students with Low
Incidence Disabilities
3.213

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the contracts for 44 Paramount Unified School District students who will require Deaf and Hard of Hearing or Visual Impairment services for the 2019-20 school year.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Nonpublic School Placement
for a Special Education
Student for 2018-19
3.214

Board Member Garcia moved, Board Member Hansen seconded the motion carried 5-0 to ratify and 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 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-07, Local
Agreement for Child
Development Services for the
California State Preschool
Program, 2019-20
3.215

Board Member De Leon moved, President Gomez seconded, and the motion carried 5-0 to adopt Resolution 19-07, the California State Preschool Contract for part-day preschool services provided at Collins, Gaines, Hollydale, Keppel, Mokler, Tanner and Wirtz (Jackson) sites for the 2019-20 school year.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Nonpublic and Residential,
Nonsectarian School/Agency
Services Annual Master
Contracts for Special
Education Students, 2019-20
School Year
3.216

Board Member Garcia moved, Board Member Hansen seconded, and the motion carried 5-0 to approve the Nonpublic, Nonsectarian School/Agency Services Annual Master Contracts for the placement of Special Education students in nonpublic schools, as determined by the students' Individual Education Plan for the 2019-20 school year.

There was a question on student placements. "What are the yearly placement numbers over the past five years and to what agencies?" It was also asked as to how often does the Program Specialist meet with the Nonpublic school representative to collaborate and monitor the goals

to come back to Paramount. A report will be provided prior to a Study Session on Special Education so that the Board has time to prepare their questions.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Nonpublic and Residential
School Placements for Special
Education Students, 2019-20
School Year
3.217

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the funds for the placement of special education students in nonpublic schools or residential treatment centers, as determined by students' Individual Education Plans for the 2019-20 school year.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Educational Solutions
Northwest –Interactive
Mathematics Program
Contract
3.218

President Gomez moved, Vice President Cuarenta seconded, and the motion carried 5-0 to approve the contract request with James Short under Educational Solutions Northwest (ESNW) in order to provide professional development to Paramount Unified School District mathematics teachers between July 1, 2019 through June 30, 2020.

There was a question if this is an extension of the contract. Dr. Smith confirmed that this is continuing the consultant's work for the upcoming year and added that Odyssey will have three new math teachers and therefore, the school would need the District to provide support in that curriculum. It was also asked if data was collected as to how students did. Dr. Smith shared that the information would be provided via an update.

There was an additional question as to how long it would take to have this training at the comprehensive high school. Dr. Smith commented that it can be discussed at a Study Session.

It was noted that the title of Mr. Short be added to the signature page of the contract.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Carl D. Perkins Grant
Application for Paramount
Adult School
3.219

Board Member De Leon moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the submission of the application Carl D. Perkins Grant for the 2019-20 school year for Paramount Adult School.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Naviance Software Contract
Renewal
3.220

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the purchase of the renewal Naviance software program for 2019-20.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Physical Education Exemption
for High School Students
3.221

Board Member De Leon moved, Board Member Garcia seconded, and the motion carried 5-0 to approve physical education exemptions for students who meet the criteria for either the two-year exemption or the

permanent exemption.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Agreement with LIFE Mentor Program Consultant
3.222

Vice President Cuarenta moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the agreement with LIFE Mentor Program Consultant to provide high school age youth the opportunity to examine and experience life-ready principles through small group discussion and community based projects.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Business Services

Notices of Completion – Field Service Contracts
4.223

Board Member Garcia moved, Board Member De Leon seconded, and the motion carried 5-0 to accept as completed the Field Service Contracts for network cabling installation in twelve rooms at Mokler, carpentry repairs at Wirtz, interior painting of sixteen rooms at Wirtz and replace interior LED lighting Districtwide 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: 4 – Board Members De Leon, Garcia, Vice President Cuarenta, Board President Gomez

Absent: 1 – Board Member Hansen (stepped away)

Ratification – Bid Summary – Concrete and Carpentry – Field Service Contracts
4.224

Board Member Garcia moved, President Gomez seconded, and the motion carried 5-0 to approve the above-mentioned contracts to the lowest responsive bidders as identified.

Ayes: 4 – Board Members De Leon, Garcia, Vice President Cuarenta, Board President Gomez

Absent: 1 – Board Member Hansen (stepped away)

Service Agreement – Butler CHEMICALS, INC.
4.225

Vice President Cuarenta moved, Board Member Garcia seconded, and the motion carried 5-0 to authorize staff to enter into the service agreement with Butler CHEMICALS, INC. and further authorize the Superintendent or designee to execute all necessary documents.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Service Agreement – Action Duct Cleaning Company – Kitchen Services
4.226

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to authorize staff to enter into the service agreement with Action Duct Cleaning Co. and further authorize the Superintendent or designee to execute all necessary documents.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Consulting Agreement – Lynette Rock Consultant, R.D., SNA
4.227

Board Member Garcia moved, Vice President Cuarenta seconded, and the motion carried 5-0 to approve the Consulting Agreement with Ms. Lynette Rock and authorize the Superintendent or designee to execute all necessary documents.

A Board member requested for clarification on the difference between

Community Eligibility Provision (CEP) versus Provision 2 (P2). Mr. Frutos provided the clarification.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-03, Inter-fund Cash Transfers
4.228

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to adopt Resolution 19-03, Interfund Cash Transfers.

There was discussion as to whether the District has done these transfers in the past. Mr. Frutos shared that this is an annual resolution which allows for the business of the District to be carried even if funds from the state have not been received. It was asked if every year these resolutions will come the Board. Mr. Frutos commented that yes.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-04, Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer
4.229

Board Member Garcia moved, President Gomez seconded, and the motion carried 5-0 to adopt Resolution 19-04, Temporary Transfers from the School Pools Fund maintained by the Los Angeles County Treasurer.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-05, Temporary Interfund Borrowing
4.230

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to adopt Resolution 19-05, Temporary Interfund Borrowing between any of the District's operating funds as needed, during the 2019-2020 fiscal year.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Resolution 19-06, Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfers
4.231

Board Member De Leon moved, Board Member Garcia seconded, and the motion carried 5-0 to adopt Resolution 19-06, authorizing the Los Angeles County Superintendent of Schools to process routine budget revisions, adjustments, and transfers.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Bid No. 10-18-19 Captain Raymond Collins Relocatables
4.232

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to authorize staff to review, award, and execute all necessary documents for the completion of this project.

It was commented by a Board member that a couple Board members met with Mr. Frutos who answered questions about this item.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

INFORMATION ITEMS

Beginning and Ending Times for Schools

The Board received as information the beginning and ending times for schools.

Program Self-Evaluation Report for State Preschool

The Board received as information the State Preschool Self-Evaluation report

Williams Settlement Quarterly
Uniform Complaint Summary

The Board received as information the required Williams Settlement Quarterly Uniform Complaint Summary for the fourth quarter April 1-June 30, 2019.

ANNOUNCEMENTS

Board President Gomez announced that the next Regular Meeting would be on Monday, July 8, 2019 at 6:00 p.m. in the Boardroom of the District Office.

President Gomez announced that signs would be posted on each corner of the streets and a sign at the door to direct constituents where the meeting is and which door to enter from.

Staff Employee Comments Per
Government Code 54957

There were no comments.

CLOSED SESSION

The Board adjourned to Closed Session at 8:34 p.m. to discuss Conference with Labor Negotiator, Public Employee Discipline/Dismissal, Release and Public Employee Employment.

OPEN SESSION

The Board reconvened to Regular Session at 10:15 p.m. President Gomez reported that the Board discussed Conference with Labor Negotiator, Public Employee Discipline/Dismissal, Release and Public Employee Employment.

In Closed Session the Board took action on the following:

Public Employee Employment
2.233

Board Member De Leon moved, Board Member Hansen seconded, and the motion carried 5-0 approve the appointment of Anjel Gutierrez as Secondary Assistant Principal effective as soon as mutually agreeable.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

2.234

Board Member Garcia moved, Board Member Hansen seconded, and the motion carried 5-0 to approve the appointment of Viola Scott as Assistant Principal effective as soon as mutually agreeable.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

2.235

Board Member Garcia moved, Vice President Cuarenta seconded, and the motion carried 5-0 to approve the appointment of Joseph Faulkner as Dean of Students effective as soon as mutually agreeable.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

2.236

Board Member De Leon moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the appointment of Joseph Jackson as Dean of Students effective as soon as mutually agreeable.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

2.237

Board Member Hansen moved, Board Member Garcia seconded, and the motion carried 5-0 to approve the appointment of Leslie Leonard as Dean of Students effective as soon as mutually agreeable.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

ADJOURNMENT

Board Member Hansen moved, Vice President Cuarenta seconded, and the motion carried 5-0 to adjourn the Regular Meeting of the Board of Education held on July 8, 2019 at 10:16 p.m.

Ayes: 5 – Board Members De Leon, Garcia, Hansen, Vice President Cuarenta, Board President Gomez

Ruth Pérez, Secretary
To the Board of Education

President

Vice President/Clerk

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: August 12, 2019
SUBJECT: Personnel Report 19-02

BACKGROUND INFORMATION:

Following is Personnel Report 19-02, 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 19-02 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 2019-20 State Budget Act and related legislation.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

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

CONSENT ITEM: 2.1-C

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT</u>				<u>ANNUAL</u>		
Vazquez, Marcela	Teacher Temporary - 45%	Ed. Services	B-4	\$28,738 Title I/Title III	08-19-19	06-30-20
Alfaro, Maria del Carmen	Teacher Temporary	Adult Education	C-2	\$63,205 Special Education	08-19-19	06-30-20
Preciado-Zavala, Aracelly	Teacher Temporary	Adult Education	C-2	\$63,205 Special Education	08-19-19	06-30-20
Arias, Olivia	Teacher Temporary 45%	Gaines ECE	Sch. P A-1	\$16,670 State Preschool	08-16-19	06-30-20
Martinez, Holly	Teacher Temporary	Keppel	B-2	\$60,195 General Fund	08-19-19	06-30-20
Rodriguez, Monica	Teacher Temporary	Keppel	A-1	\$55,659 General Fund	08-16-19	06-30-20
*Cuevas, Betsy	Teacher Temporary	Paramount High-Senior	A-1	\$55,659 JROTC**	08-01-19	06-30-20
Eagan, Elizabeth	Teacher Temporary	Paramount High-Senior	C-5	\$69,064 General Fund	08-19-19	06-30-20
Fernandez, Gloria	Teacher Temporary	Paramount High-Senior	C-14	\$91,615 General Fund	08-19-19	06-30-20
Guevara, Maribel	Teacher Temporary	Paramount High-Senior	D-4	\$70,409 CTE***	08-19-19	06-30-20
Hoang, Thao	Teacher Temporary	Paramount High-Senior	B-3	\$62,001 General Fund	08-19-19	06-30-20
Humes, Ryan	Teacher Temporary	Paramount High-Senior	A-1	\$55,659 General Fund	08-16-19	06-30-20
Mendez, Nicholas	Teacher Temporary	Paramount High-Senior	E-5	\$76,146 Special Education	08-19-19	06-30-20

*Ratification

**Junior Reserve Officer Training Corps

***Career Technical Education

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>EMPLOYMENT continued</u>						
Navarrete, Randi	Teacher Temporary	Paramount High-Senior	A-1	<u>ANNUAL</u> \$55,659 General Fund	08-16-19	06-30-20
Vasquez, Anna	Teacher Temporary	Paramount High-Senior	E-4	\$73,927 General Fund	08-19-19	06-30-20
<u>ADDITIONAL ASSIGNMENT</u>						
*Vasquez, Marcela	Home Hospital Instruction NTE** 10 hrs.	Special Education		<u>HOURLY per contract</u> \$38.00 Special Education	06-05-19	06-11-19
<u>SUMMER SCHOOL ASSIGNMENT</u>						
*Bryant, Sharon *Ramirez, Sheryl *Talamantes, Lourdes	Counselor NTE 30 hrs. each	Secondary Education/ CTE		<u>HOURLY per contract</u> \$38.00 LCAP***	06-18-19	06-27-19
*Metheny, Cheryl *Robles, Sandy *Zambrano, Marilu	Substitute Teacher NTE 32 hrs. each	Special Education		\$38.00 Special Education	06-17-19	07-18-19
*Aparicio, Michelle *Barton, Amie *Bradley, Tawny *Bruland, Judith *Caero, Gypsy *Copeland, Misty *Gallardo, Aide *Gamez, Maria *Garica, Vienna *Gard, Stephanie *Green, Felice *Hatch, Carrie *Haywood, Tonika *Holguin, Christopher	Teacher NTE 32 hrs. each	Special Education		\$38.00 Special Education	06-17-19	07-18-19

*Ratification

**Not to Exceed

***Local Control Accountability Plan

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT continued</u> *Lauro, Angela *Macias, Sandra *Marquez, Alejandra *Medina, Elsa *Montgomery, Madalene *Osuna, Daniel *Robles, Sandy *Shaw, Veronica *Tryon, Toby *Tsutsui, Nadine	Teacher NTE 32 hrs. each	Special Education		<u>HOURLY per contract</u> \$38.00 Special Education	06-17-19	07-18-19
*Rueda, Jill *Sawyer, Danielle	Nurse NTE 6 hrs. each, per day	Special Education		\$38.00 Special Education/ LCAP	06-17-19	06-27-19
*Ruiz, Fatima	Counselor NTE 32 hrs.	Special Education		\$38.00 Special Education/ LCAP	06-18-19	07-18-19
*Parker-Aiken, Sara	Counselor NTE 42 hrs.	Special Education		\$38.00 Special Education/ LCAP	06-17-19	07-25-19
*Luatua, Issac	Substitute Teacher NTE 40 hrs.	Special Education		\$38.00 Special Education	06-17-19	07-11-19
*Alfaro, Maria *Alonso, Alex *Preciado-Zavala, Aracely	Substitute Teacher NTE 32 hrs. each	Adult Education		\$38.00 Special Education	06-17-19	06-28-19
*Eapen, Benoy	Teacher	Adult Education		\$42.97 Adult Education Block Grant	07-01-19	07-18-19

*Ratification

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT continued</u> *Galvan, Laura *Murillo, Maria *Whitaker, Anita	Teacher	Adult Education		<u>HOURLY per contract</u> \$49.79 Adult Education Block Grant	07-01-19	07-18-19
*Barton, Amie *Colenzo, Rocco *Hernandez, Martin *Humble, Christine *Medina, Roxanne *Morgan, Sara *Muller, Monserrat *Shaw, Veronica *Sjoberg, JoAnna *Tilson, Courtney *Uriarte, Jose Albert *Veith, Kirsan	Teacher NTE 3.5 hrs. each, per day	Alondra		\$38.00 LCAP	06-17-19	06-27-19
*Marsh, Erin *McCormick, Laura	Teacher NTE 3.5 hrs. each, per day	Alondra		\$38.00 Title III	06-17-19	06-27-19
*Cervantes, Fernando	Teacher NTE 28 hrs.	Buena Vista		\$38.00 Special Education	06-17-19	07-18-19
*Lopez, Karla	Teacher NTE 3.5 hrs. per day	Buena Vista		\$38.00 LCAP	06-17-19	07-25-19
*Thomas, Katherine	Teacher NTE 3.5 hrs. per day	Buena Vista		\$38.00 LCAP	06-17-19	07-25-19
*Brainard, Richard *Ferrarer-Bias, Anastasia *Galvan, Erin *Martin, Christie *Nguyen, Jennifer	Teacher NTE 42 hrs. each	Collins		\$38.00 LCAP	06-17-19	07-11-19

*Ratification

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT continued</u>						
*Soto, Christina	Teacher NTE 42 hrs.	Collins		<u>HOURLY per contract</u> \$38.00 LCAP	06-17-19	07-11-19
*Montez, Melissa	Teacher NTE 40 hrs.	Collins		\$66.51 LCAP	06-17-19	06-27-19
*Diaz, Daniel	Teacher NTE 6 hrs. per day	Community Day School		\$38.00 LCAP	06-17-19	07-25-19
*Gamez, Maria	Teacher NTE 28 hrs.	Hollydale		\$38.00 LCAP	06-17-19	06-27-19
*Olmos, Crystal	Teacher NTE 56 hrs.	Hollydale		\$38.00 LCAP	06-17-19	06-27-19
*Van de Velde, Dale						
*Bakkers, Christine	Teacher NTE 56 hrs.	Hollydale		\$38.00 LCAP	06-17-19	06-27-19
*Besler, Denise						
*Ledezma, Alicia						
*Besler, Denise	Teacher NTE 130 hrs.	Hollydale		\$38.00 Title III	06-17-19	06-27-19
*Valdivia, Samantha						
*Van de Velde, Dale						
*Vanoy, Annmarie						
*Copeland, Misty	Teacher NTE 35 hrs.	Jackson		\$38.00 LCAP	06-17-19	06-27-19
*Goforth, Kimberly						
*Guggino, Cara						
*Hudson, Lovie						
*Kirkpatrick, Ryan						
*McWhorter, Wendy						
*Mejia, Marisol						
*Rebar, Jessica						
*Rivera, Rodrigo						
*VanEede, Heather						
*Ratification						

**PERSONNEL REPORT 19-02
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CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u> <u>continued</u>				<u>HOURLY per contract</u>		
*Ribitzki, Stephanie	Teacher NTE 40 hrs.	Jackson		\$38.00 LCAP	06-17-19	06-27-19
*Leon, Marianne *Sierra, Carlos	Teacher NTE 84 hrs.	Jackson		\$38.00 Title III	06-17-19	06-27-19
*Ruiz, Virginia	Teacher NTE 40 hrs.	Lincoln		\$38.00 LCAP	06-17-19	07-11-19
*Diaz, Gracie *Gilman, Kerri *Harmon, Torey *Hazlewood, Mickie *Montiel, Miranda *Munoz, Gilbert *Nunez, Cristina *Quintero, Maria *Rosa, Kenia *Tsang, Cindy	Teacher NTE 28 hrs. each	Lincoln		\$38.00 LCAP	06-17-19	07-11-19
*Andalon, Marisol *Baca, Emily *Breuklander, Tiffany *Hawkins, Emily *Leon, Susan *Marin, Jesus *Portillo, Adriana *Saenz Lopez, Gisela *Serrano, Yolanda *Tryon, Amada *Velis, Diana	Teacher NTE 3.5 hrs. per day	Los Cerritos		\$38.00 LCAP	06-17-19	07-11-19
*Breuklaner, Tiffany	Teacher NTE 5 hrs. per day	Los Cerritos		\$38.00 LCAP	06-17-19	07-11-19
*Lee, Alys *Simmons, Huntington	Teacher NTE 5.25 hrs. per day	Odyssey		\$38.00 LCAP	06-17-19	07-11-19

*Ratification

**PERSONNEL REPORT 19-02
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NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u> <u>continued</u> *Duran, Curtis *Franz, Christina *Galvan, Laura *Garcia, Luis *Granillo, Sean *Guevara, Maribel *Kang, Howard *Merickel, Stephen *Polhemus, Douglas *Tellez, Raymundo *Yonaki, Andrew	Teacher NTE 5.25 hrs. each, per day	Paramount High-Senior		<u>HOURLY per contract</u> \$38.00 LCAP	06-17-19	07-25-19
*Esnayra, Brittany *Morales, Benjamin *Tilney, Julie *Villasenor, Rafael	Teacher NTE 42 hrs. each	Paramount High-Senior		\$38.00 Special Education	06-17-19	07-25-19
*Borrayo, Christopher *Campos, Maria *Contreras, Norma *Gomez, Daisy *Grace, Keelan *Haley, Kyra *Nettles, Ashley *Ulloa, Hilda	Teacher NTE 5.25 hrs. each, per day	Paramount High-Senior		\$38.00 LCAP	06-17-19	07-25-19
*Alcala Jacobo, Patricia *Frantz, Sunthary	Counselor NTE 5.25 hrs. each per day	Paramount High-Senior		\$38.00 LCAP	06-17-19	07-05-19
*Abarca, Daniel *Beahn, Jeffrey *Carmona, Angel *Cianci, Anna *Dominguez, Rachel	Teacher NTE 10 hrs. each, per day	Paramount High-Senior		\$38.00 LCAP	06-17-19	07-25-19

*Ratification

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT</u>						
<u>continued</u>						
*Guggiana, John *Howard, Matthew *Morelli, Anthony *Olson, Natalie *Orozco Franco, Manuel *Park, Charles *Perez-Corona, Sonia *Schoonover, Kristen	Teacher NTE 10 hrs. each, per day	Paramount High-Senior		<u>HOURLY per contract</u> \$38.00 LCAP	06-17-19	07-25-19
*Arroyo, Janeth	Substitute Teacher NTE 24 hrs.	Paramount High-West		\$38.00 Special Education	06-17-19	07-25-19
*Cinotto, Lisa *Laws, Raymon	Teacher NTE 24 hrs. each	Paramount High-West		\$38.00 Special Education	06-17-19	07-25-19
*Culhane, Danielle *Pardo, Maria *Romero, Margarita *Sanchez, Darek *Vasquez, Elizabeth *Yu, Grace *Zamora, Josue *Zimmerman, Denelle	Teacher NTE 28 hours	Paramount Park		\$38.00 LCAP	06-17-19	06-27-19
*Cabrera-Gonzalez, Sandra *Fernandez, Pamela	Teacher NTE 28 hours	Paramount Park		\$38.00 Title III	06-17-19	06-27-19

*Ratification

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>SUMMER SCHOOL ASSIGNMENT continued</u>						
*Baligad, Gretchen *Bradburn, Madalyn *Caballero, Esperanza *Eakle, Casandra *Hayward, Dianne *Hildreth, Vianca *Kiely, Delia *San Miguel, Kristen *Siders, Caitlin *Valdez, Laura	Teacher NTE 28 hrs. each	Wirtz		<u>HOURLY per contract</u> \$38.00 LCAP	06-17-19	07-11-19
*Kaing, Anita	Teacher NTE 40 hrs.	Wirtz		\$38.00 LCAP	06-17-19	07-11-19
*Aguirre, Tania *Bowman, Barbara *Castillo, Nora *Lopez, Linda *Rios, Jason	Teacher NTE 3.5 hrs. each, per day	Zamboni		\$38.00 LCAP	06-17-19	06-27-19
*Calero-Hill, Tamara *Saum, Alan	Counselor NTE 16 hrs. each	Zamboni		\$38.00 LCAP	06-17-19	06-27-19
*O'Connor, April *Stewart, Amie	Teacher NTE 3.5 hrs. each, per day	Zamboni		\$38.00 LCAP	06-17-19	06-27-19
*Camiling, Joan *Fuller, Eric	Teacher NTE 3.5 hrs. each, per day	Zamboni		\$38.00 Title III	06-17-19	06-27-19
<u>PER DIEM</u> *Del Toro, Maria *Waters, Lisa	Psychologist Preschool Assessments NTE 40 hrs. each	Special Education		<u>Per Diem</u> \$70.02 Special Education	06-24-19	06-28-19

*Ratification

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CERTIFICATED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>STIPEND</u>				<u>STIPEND</u>		
*Butler, Lynn	K-5 Summer School Principal	Collins		\$5,000 LCAP	06-17-19	07-18-19
*Jones, Topekia	K-5 Summer School Principal	Lincoln		\$2,500 LCAP	06-17-19	07-03-19
*Williams, Kelly	K-5 Summer School Principal	Lincoln		\$2,500 LCAP	07-05-19	07-18-19
*Mapp, Hilda	K-5 Summer School Principal	Los Cerritos		\$5,000 LCAP	06-17-19	07-18-19
*Hennessy, Holly	K-5 Sumer School Principal	Wirtz		\$2,000 LCAP	06-17-19	06-27-19
*Roberts, Linh	K-5 Sumer School Principal	Wirtz		\$3,000 LCAP	07-01-19	07-18-19

*Ratification

**PERSONNEL REPORT 19-02
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NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>LEAVE WITH PAY</u> Rice, Chris	Teacher	Alondra	Military	06-12-19	
<u>EARLY RETIREMENT</u> Fulton, Julia	Curriculum Specialist	Paramount High-Senior	Early Retirement	07-23-19	
Jackson, James	Teacher	Roosevelt	Early Retirement	07-31-19	
<u>RESIGNATION</u> Cruzan, Cara	Teacher	Paramount High-West	Personal	07-22-19	
Cunningham, Arthur	Techer	Zamboni	Personal	06-30-19	
Katayama, Deanne	Teacher	Educational Services	Personal	06-30-19	

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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>Employment</u>						
*Bravo, Frank	Maintenance Electrician 8 hrs. per day/12 mo.	Operations	134-III	<u>Monthly</u> \$5,382 Restricted Routine Maintenance	06-26-19	
*Mora, Eva	School Health/Office Technician 8 hrs. per day/11 mo.	Lincoln	116-I	\$3,126 General Fund	06-24-19	
<u>Promotion</u>						
*Fuentes, Stephanie	Research Specialist 8 hrs. per day/12 mo.	Research	137-I	<u>Monthly</u> \$5,250 General Fund	06-25-19	
*Gabel, Paul	Technology Specialist 8 hrs. per day/12 mo.	Technology	135-III	\$5,517 General Fund	07-15-19	
Olmos, Christie	School Administrative Assistant 8 hrs. per day/11 mo.	Lincoln	423-V	\$4,647** General Fund	09-01-19	
*Aguayo, Rosa	School Administrative Assistant 8 hrs. per day/11 mo.	Odyssey	123-III	\$4,102 General Fund	08-01-19	
<u>Short Term</u>						
*Ramirez, Rodolfo *Winrow, Lawrence	Campus Security NTE 8 hrs.	Operations	118-I	<u>Hourly</u> \$18.95 LCAP***	06-13-19 only	
*Brown, Regina *Castillo, Jazmyn *Castro, Beatriz *Ceja, Giovanni *Cisneros, Jeremy *Coates, Semaj *Collazo Hernandez, Claudia *Farias, Leonardo *Hernandez, Martin *Herrera, Jasmin *Ibarra, Lorena	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Special Education	112-I	\$16.33 Special Education	06-17-19	07-25-19

* Ratification

** Includes Longevity and/or Professional Growth Increment

*** Local Control Accountability Plan

**PERSONNEL REPORT 19-02
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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Short Term						
<u>continued</u>						
*Ixtilco, Jhoanna *Lopez, Angelica *Magadan, Brenda *Najera Perez, Marlene *Nunez, Jazlyn *Nunez, Stephanie *Olague, Nicolas *Quijano, Marina *Rodriguez, Jessica *Romero, Eddie *Ruiz, Elizabeth *Saballos, Susan *Sepulveda Inzunza, Anayeli *Trinidad, Ada *Zimmerman, Maylyn	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Special Education	112-I	Hourly \$16.33 Special Education	06-17-19	07-25-19
*Caballero, Alexis *Cabral, Margarita *Ceja, Giovanni *Cerezo, Briana *Coleman, Ronald *Del Toro, Adela *Diaz, Daisy *Hernandez Gonzalez, Ana *Manalese, Dina *Martinez, Rosalba *Martinez, Sandra *Moreno, Jasmin *Munoz, Crystal *Olague, Nicolas *Orozco, Edwin *Pacheco, Rachel *Sloan, Loretta *Tapia Murillo, Elizabeth *Trinidad, Ada	Instructional Assistant – SE/SH NTE 6 hrs.per day each	Special Educaiton	115-I	\$17.60 Special Education	06-17-19	07-25-19
*Cardenas Hermosillo, Jocelyne *Cervantes-Vega, Elizabeth	Instructional Assistant – SE/SH NTE 6 hrs. per day each	Adult Education/ Community Day School	115-1	\$17.60 Special Education	06-17-19	07-18-19
* Ratification						

**PERSONNEL REPORT 19-02
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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Short Term						
<u>continued</u>						
*Estrada, Marina *Santis, Rosemary	Instructional Assistant – SE/SH NTE 6 hrs. per day each	Adult Education/ Community Day School	115-1	Hourly \$17.60 Special Education	06-17-19	07-18-19
*Farias, Leonardo	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day	Collins	112-I	\$16.33 Special Education	06-20-19	07-18-19
*Delariva, Diana *Lopez, Jacqueline	Instructional Assistant NTE 4.5 hrs. per day each	Odyssey	111-I	\$15.94 LCAP	06-17-19	07-11-19
*Carmona, Rosario *Jones, Andrea *Nava, Vanesa *Padilla, Jocelyn *Santamaria, Diana *Sparks, Erica *Zubiri, Amiel	Instructional Assistant SE/SH NTE 6 hrs. per day each	Paramount High-Senior	115-I	\$17.60 Special Education	06-17-19	07-25-19
*Cano, Jasmine	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day	Paramount High-West	112-I	\$16.33 Special Education	06-17-19	07-25-19
*Maese, Veronica	Student Data Technician NTE 40 hrs.	Roosevelt	119-III	\$21.43 Title I	06-03-19	06-12-19
*Castro, Beatriz *Magallanes, Evadne	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day	Wirtz	112-I	\$16.33 Special Education	06-20-19 06-17-19	07-18-19
Student Worker						
*Aragon, Jazmin *Garcia, Jesus *Gonzalez, Gloria *Perez, Bethany *Tellez, Alexa *Tellez, Destiny	Student Worker NTE 24 hrs. per week each	K-5 Schools and Innovative Programs		Hourly \$12.00 General Fund	06-17-19	07-31-19
Summer Assignment						
*Bas, Ron *Beina, Martha	Campus Security NTE 6.5 hrs. per day each	Operations	118-VI 118-IV	Hourly \$23.49 \$21.98 LCAP	06-24-19	07-25-19
* Ratification						

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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment <u>continued</u>				Hourly		
*Dwankowski, Mary	Instructional	Special	112-VI	\$20.27	06-17-19	07-18-19
*Garcia, Sandra	Assistant – Sp. Ed.	Education	212-VI	\$20.73**		
*Hodgson, Candice	NTE 6 hrs. per day		112-IV	\$18.95		
*Rioz, Sandra	each		112-IV	\$18.95		
				Special Education		
*Salazar, Monica	Instructional Assistant – SH+E/SH NTE 6 hrs, per day	Special Education	115-II	\$18.49 Special Education	06-17-19	07-18-19
*Novelo Becerra, Cynthia	Occupational Therapist NTE 50 hrs.	Special Education	Sch. 2 9-VI	\$43.31 Special Education	06-17-19	06-27-19
*Jimenez, Romelia	Nutrition Services Manager-West NTE 6 hrs. per day	Student Nutrition Services	619-VI	\$25.00** SNS***	07-01-19	07-26-19
*Lopez, Maria	Nutrition Services Manager-Training Kitchen NTE 6 hrs. per day	Student Nutrition Services	421-VI	\$25.99** SNS	07-01-19	08-12-19
*Martinez, Teresa	Nutrition Services Manager – HS NTE 6 hrs. per day	Student Nutrition Services	323-VI	\$27.15** SNS	07-01-19	07-26-19
*Lucas, Martha	Nutrition Services Manager NTE 8 hrs. per day	Student Nutrition Services	217-III	\$20.87** SNS	06-17-19	06-26-19
*Flores, Ernestina	Noon Duty Aide	Alondra	100-I	\$12.18	06-17-19	06-27-19
*Gonzalez, Lydia	NTE 40 hrs. each		100-II	\$12.80		
*Ramos, Veronica			100-II	\$12.80		
*Velazquez, Elsy			100-II	\$12.80 LCAP		
*Munoz, Veronica	Technology Instructional Assistant NTE 32 hrs.	Alondra	318-VI	\$24.06** Title I	06-17-19	06-27-19

* Ratification

** Includes Longevity and/or Professional Growth Increment

*** Student Nutrition Services

PERSONNEL REPORT 19-02
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CLASSIFIED PERSONNEL

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Pigee, Anthony	Campus Security NTE 7 hrs. per day	Alondra	118-VI	Hourly \$23.49 LCAP	06-24-19	06-27-19
*Bonilla, Magali	Instructional	Adult	115-III	\$19.43	06-17-19	07-18-19
*Carrera Cruz, Michelle	Assistant – SE/SH NTE 6 hrs. per day each	Education/ Community Day School	115-III	\$19.43		
*Corrales Sanchez, Griselda			215-VI	\$22.27**		
*Llamas Luna, Natalia			115-VI	\$21.81		
*Morales, Osvaldo			115-III	\$19.43		
*Nunez, Gliselda			215-VI	\$22.27**		
*Ochoa, Jose			115-I	\$17.60		
*Pachecano- Fernandez, Lucero			115-IV	\$20.41		
*Perez, Louie			215-VI	\$22.27**		
*Rios Gaytan, Laura			215-VI	\$22.27**		
*Salazar, Bertha			115-VI	\$21.81 Special Education		
*Marquez-Campos, Veronica	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Adult Education/ Community Day School	112-III	\$18.03	06-17-19	07-18-19
*Ramos, Diego			112-IV	\$18.95 Special Education		
*Graham, Craig	Campus Security NTE 5 hrs. per day	Buena Vista	618-VI	\$24.41** LCAP	06-24-19	07-26-19
*Mejia, Jonathan	Instructional	Buena	212-VI	\$20.73**	06-17-19	07-18-19
*Perez, Yesenia	Assistant – Sp. Ed. NTE 6 hrs. per day each	Vista	112-I	\$16.33 Special Education		
*Barnette, Isabel	Noon Duty Aide NTE 57 hours each	Collins	100-I	\$12.18	06-17-19	07-18-19
*Galaviz, Elias			100-II	\$12.80		
*Gutierrez, Maria			100-II	\$12.80		
*Martinez, Wendy			100-II	\$12.80		
*Ulloa, Maria			100-II	\$12.80 LCAP		

* Ratification

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**PERSONNEL REPORT 19-02
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CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Ramirez, Brenda	Technology Instructional Assistant NTE 50 hrs.	Collins	118-V	<u>Hourly</u> \$23.09 LCAP	06-17-19	07-18-19
*Ramirez, Maria Luisa	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day	Community Day School	315-VI	\$22.61**	06-17-19	07-18-19
*Smith, Patricia			112-VI	\$20.27 Special Education		
*Vernoy, John	Campus Security NTE 7 hrs. per day	Community Day School	318-VI	\$24.06** LCAP	06-24-19	07-25-19
*Lara, Maria	Noon Duty Aide NTE 21 hrs. each	Hollydale	100-II	\$12.80	06-17-19	06-28-19
*Oliva, Maria			100-II	\$12.80		
*Rios, Silvia			100-I	\$12.18		
*Seals, Diana			100-II	\$12.80		
*Tapia, Graciela			100-II	\$12.80		
*Valle, Minerva			100-II	\$12.80		
*Vasquez, Rosa			100-II	\$12.80		
*Vega, Martha			100-II	\$12.80 LCAP		
*Rios, Silvia	Noon Duty Aide NTE 6 hrs. each	Hollydale	100-I	\$12.18	07-29-19	07-31-19
*Valle, Minerva			100-II	\$12.80 EIA-LEP		
*Martinez, Liliana	School Office Assistant NTE 35 hrs.	Hollydale	116-IV	\$20.92 Title I	06-17-19	06-27-19
*Robinson, Darryl	Technology Instructional Assistant NTE 42 hrs.	Hollydale	118-II	\$19.92 LCAP	06-17-19	06-27-19
*Zarinana, Valerie	Noon Duty Aide NTE 40 hrs. each	Jackson	100-II	\$12.80 LCAP	06-17-19	06-27-19
*Dwankowski, Mary	Instructional Assistant – Sp. Ed. NTE 5 hrs. per day	Jackson	112-VI	\$20.27 LCAP	06-17-19	06-28-19

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment <u>continued</u>						
*Guerrero, Monique	Technology Instructional Assistant NTE 50 hrs.	Jackson	118-IV	Hourly \$22.21** LCAP	06-17-19	06-27-19
*Rioz, Sandra	Instructional Assistant – Sp. Ed. NTE 5 hrs. per day	Jackson	112-IV	\$18.95 LCAP	06-17-19	06-28-19
*Belloso, Angelica	Noon Duty Aide	Lincoln	100-II	\$12.80	06-17-19	07-18-19
*Diaz, Judy			100-II	\$12.80		
*Lucero, Rosalina			100-I	\$12.18		
*Ruiz, Olivia			100-II	\$12.80 LCAP		
*Menjivar, Edgar	Technology Instructional Assistant NTE 30 hrs.	Lincoln	118-V	\$23.09 LCAP	06-17-19	07-18-19
*Aguirre, Gloria	Noon Duty Aide	Los Cerritos	100-II	\$12.80	06-17-19	07-18-19
*King, Jayne	NTE 4 hrs. per day			LCAP		
*Maravilla, Ana	each					
*Ramirez, Maria Lourdes						
*Griffin, Diana	Technology Instructional Assistant NTE 4 hrs. per day	Los Cerritos	118-I	\$18.95 LCAP	06-17-19	07-11-19
*Aguilar, Francia	Instructional Assistant	Odyssey	111-VI	\$19.77 LCAP	06-17-19	07-11-19
*Espinosa, Esther	NTE 4.5 hrs. per day					
*Ravelo, Amy	each					
*Acevedo, Jose	Technology Support Assistant NTE 3 hrs. per day	Paramount High-Senior	220-VI	\$25.14 LCAP	06-17-19	06-28-19

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Arellano, Mary	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Paramount High-Senior	612-VI	\$21.19**	06-17-19	07-25-19
*Barajas Olguin, Jose			112-III	\$18.03		
*Frias, Amanda			312-VI	\$20.84**		
*Garcia, Sandra			212-VI	\$20.73**		
*Leavenworth, Kyle			112-III	\$18.03		
*Moran, Sara			112-VI	\$20.27		
*Nunez, Gliselda			212-VI	\$22.27**		
				Special Education		
*Bernardino-LL, Norma	Instructional Assistant – SE/SH NTE 6 hrs. per day each	Paramount High-Senior	115-IV	\$20.41	06-17-19	07-25-19
*Carnalla, Yasmin			215-IV	\$22.27**		
*Lopez, Francisca			115-III	\$19.43		
*Martinez, Martina			115-IV	\$21.81		
*Montano, Pedro			115-I	\$17.60		
*Perez, Leonel			415-VI	\$22.50**		
*Veliz, Eilene			115-V	\$21.43		
*Wright, Sharan			215-IV	\$22.27**		
*Wu, Helen			215-VI	\$22.27**		
				Special Education		
*Blanco, Leticia	Library Technician NTE 13.5 hrs.	Paramount High-Senior	116-I	\$18.03 LCAP	06-17-19	06-18-19
*Carrillo-Barrancas, Brian	Campus Security NTE 6 hrs. per day each	Paramount High-Senior	118-VI	\$23.49	06-24-19	06-27-19
*Dake, Randall			218-VI	\$23.95**		
*Dorsey, Sequena			118-VI	\$23.49 LCAP		
*Ortega, Saidy	Technology Instructional Assistant NTE 5 hrs. per day	Paramount High-Senior	118-VI	\$23.49 LCAP	06-17-19	07-25-19
*Acevedo, Jose	Technology Support Assistant NTE 64 hrs.	Paramount High-West	220-VI	\$25.14** LCAP	06-17-19	06-27-19
*Davila, Claudia	Technology Instructional Assistant NTE 75 hrs.	Paramount High-West	118-V	\$23.09 LCAP	06-17-19	08-16-19

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment <u>continued</u>				Hourly		
*Gomez, Jorge	Instructional	Paramount	115-II	\$18.49	06-17-19	07-25-19
*Lopez, Elpidia	Assistant – SE/SH	High-West	115-II	\$18.49		
*Mota, Natalie	NTE 6 hrs. per day each		115-VI	\$21.81 Special Education		
*Lewis, Kenneth	Campus Security	Paramount	318-VI	\$24.06**	06-24-19	07-25-19
*Smith, Rose	NTE 6 hrs. per day	High-West	418-VI	\$24.18**		
*Williams, Yashica			118-IV	\$21.98		
*Winrow, Jamar			118-I	\$18.95 LCAP		
*Mora, Isabel	Instructional	Paramount	112-I	\$16.33	06-17-19	07-25-19
*Soto, Edith	Assistant – Sp. Ed. NTE 6 hrs. per day each	High-West	112-VI	\$20.27 Special Education		
*Garcia, Maria	Noon Duty Aide	Paramount	100-I	\$12.18	06-17-19	06-27-19
*Ponce, Atlexa	NTE 32 hrs. each	Park	100-II	\$12.80		
*Zepeda, Maria			100-II	\$12.80 LCAP		
*Colbert, Shefonda	Technology Instructional Assistant NTE 20 hrs.	Roosevelt	118-IV	\$21.98 Title I	06-17-19	06-19-19
*Alvarez Hernandez Gabriela	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Wirtz	312-VI	\$20.84**	06-17-19	07-18-19
*Archuleta, Amber			112-III	\$18.03		
*Azua-Alvarez, Leonor			412-VI	\$20.96**		
*Campos, Amy			112-I	\$16.33		
*Celiz, Annette			312-VI	\$20.84**		
*Cortez Chavez, Lizette			112-IV	\$18.95		
*Dashiell, Christal			212-VI	\$20.73**		
*Deak, Stacey			412-VI	\$20.96**		
*DeJoseph, Luz			612-VI	\$21.19**		
*Dwankowski, Mary			112-VI	\$20.27 Special Education		

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
Summer Assignment						
<u>continued</u>						
*Galindo, Heylynn	Instructional Assistant – Sp. Ed. NTE 6 hrs. per day each	Wirtz	112-II	Hourly \$17.16	06-17-19	07-18-19
*Garcia, Sandra			212-VI	\$20.73**		
*Hodgson, Candice			112-IV	\$18.95		
*Lopez, Edith			212-VI	\$20.73**		
*Martinez Ruiz, Diana			112-I	\$16.33		
*Munoz-Santos, Claudia			112-I	\$16.33		
*Padilla, Yolanda			212-VI	\$20.73**		
*Rodriguez, Noemi			112-III	\$18.03		
*Ruiz Samayoa, Ana			112-VI	\$20.27		
*Soto, Laura			112-VI	\$20.27		
*Zubiri, Annel Jan			112-II	\$17.16		
				Special Education		
*Figueroa, Erica			Counseling Assitant NTE 17 hrs.	Wirtz		
*Gamboa, Brenda	Technology Instructional Assistant NTE 4 hrs. per day	Wirtz	118-V	\$23.09 LCAP	06-17-19	07-18-19
*Gardner, Jeannette	Noon Duty Aide NTE 4 hrs. per day each	Wirtz	100-II	\$12.80 LCAP	06-17-19	07-11-19
*Munoz, Cindy						
*Rosales, Angelica						
*Silva, Pauline						
*Lieras, Marlene	Noon Duty Aide NTE 4 hrs. per day each	Zamboni	100-II	\$12.80 LCAP	06-17-19	06-28-19
*Romero Pimentel, Mirella						
*Thompson, Brandi						
*Williams, Tiarra						
<u>WORKING OUT OF CLASSIFICATION</u>						
*Garcia, Miguel	Lead Custodian NTE 10 hrs. per day each	Operations	323-VI	Monthly \$4,706**	06-19-19	06-30-19
*Munoz, Federico			223-VI	\$4,686** General Fund		

* Ratification

** Includes Longevity and/or Professional Growth Increment

**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
<u>WORKING OUT OF CLASSIFICATION</u>						
<u>continued</u>						
*McCarty, Brent	Maintenance Carpenter/Glazier NTE 8 hrs. per day each	Operations	234-III	Monthly \$5,462** LCAP	06-10-19	06-30-19
*Ruiz, Joe	Grounds Maintenance Worker/Equipment Operator NTE 10 hrs. per day	Operations	121-IV	\$4,102 Restricted Routine Maintenance	06-19-19	06-29-19
*Arellano, Juan	Student Information Systems Manager NTE 8 hrs. per day	Research	Sch. 2 9-I	\$6,702 General Fund	07-01-19	10-31-19
<u>ASSIGNMENT CHANGE</u>						
*Jimenez, Iris	Senior School Office Assistant 8 hrs. per day/12 mo.	Community Day School	118-IV	Monthly \$3,809 General Fund/ Community Day School	07-16-19	
<u>TEMPORARY ATHLETIC TEAM COACH</u>						
*Aguirre, Jose	Middle School Intermural Sports Boys' Wrestling	Alondra		Stipend per Contract \$177.16 LCAP	04-01-19	05-31-19
*Esparza, Eduardo	Middle School Intermural Sports Boys' Soccer	Alondra		\$177.16 LCAP	04-01-19	05-31-19
*Renteria, Desiree						
*Flores, Ernestina	Middle School Intermural Sports Girls' Wrestling	Alondra		\$177.16 LCAP	04-01-19	05-31-19
*Guerrero, Angie	Middle School Intermural Sports Cheer	Alondra		\$354.32 LCAP	01-07-19	05-31-19

* Ratification

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**PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL**

NAME	POSITION	LOCATION	CLASS RANGE STEP	RATE	EFFECTIVE	
					FROM	TO
TEMPORARY ATHLETIC TEAM COACH						
<u>continued</u>						
*Garcia, Miguel	Middle School Intermural Sports Boys' Wrestling	Jackson		Stipend per Contract \$177.16 LCAP	02-04-19	05-31-19
*Johnson, Jahsaan	Track and Field Assistant Coach CIF Playoffs	Paramount High-Senior		\$233 per week General Fund	05-11-19	05-31-19
*Johnson, Wayne	Track and Field Head Coach CIF Playoffs	Paramount High-Senior		\$325 per week General Fund	05-11-19	05-31-19
*Lopez, Donaldo *Salazar, Jose	Track and Field Assistant Coach CIF Playoffs	Paramount High-Senior		\$233 per week General Fund	05-11-19	05-18-19
*Ortega, Saily *Rosales, Daniel	Boys' Volleyball Assistant Coach CIF Playoffs	Paramount High-Senior		\$233 per week General Fund	05-11-19	05-18-19
* Ratification						

PERSONNEL REPORT 19-02
AUGUST 12, 2019
CLASSIFIED PERSONNEL

NAME	POSITION	LOCATION	DESCRIPTION	EFFECTIVE	
				FROM	TO
<u>LEAVE OF ABSENCE</u>					
Rocha, Francisco	Senior Accounting Assistant	K-5 School Support and Innov. Programs	Parental Leave	07-01-19	08-09-19
<u>RESIGNATION</u>					
Brush, Timothy	Payroll Technician	Fiscal Services	Personal	07-19-19	
Lopez, Carina	Instructional Assistant – Sp. Ed.	Special Education	Personal	06-13-19	
Arias, Olivia	Instructional Assistant – ECE	Gaines ECE	Personal	06-14-19	
Pham, Thai-Vi	Instructional Assistant – Sp. Ed.	Jackson	Personal	06-14-19	
Sumolang, Sean	PE/Locker Room Assistant	Jackson	Personal	06-14-19	
Zubiri, Amiel Jai	Instructional Assistant – SE/SH	Paramount High-Senior	Personal	07-25-19	
Monje, Vitzania	Noon Duty Aide	Paramount Park	Personal	06-14-19	
Figueroa, Erica	Counseling Assistant	Wirtz	Personal	06-20-19	
<u>RETIREMENT</u>					
Chan, Bertha	Nutrition Services Manager	Keppel	Retirement	06-28-19	

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 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:

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
1	Counseling Partners of Los Angeles PC19-2069	Consultant to provide school-based counseling services for Our Lady of the Rosary School students. Our Lady of the Rosary School is a private school that serves District Title I students.	Educational Services Requested by: Renée Jeffrey	August 21, 2019 through June 30, 2020	Not to exceed \$10,600 from Title I funds allocated to serve students who attend private schools
2	Meet the Masters Inc. PC19-2070	Consultant to provide professional development in visual arts to K-6 teachers at St. Pancratius School.	Educational Services Requested by: Renée Jeffrey	August 13, 2019 through June 30, 2020	Not to exceed \$3,000 from Title II funds allocated to serve students who attend private schools

CONSENT ITEM: 3.1-C

#	Consultant	Services to be Provided/ Audience	Site/ Requested by	Time Period	Cost/ Funding Source
3	Mind Research Institute PC19-2074	Consultant will provide ST Math (an instructional software) to support students' learning of foundational math skills in grades 6-8.	Educational Services Requested by: Deborah Stark	July 1, 2019 through June 30, 2020	Not to exceed \$29,000 paid from LCAP funds
4	Club Z PC19-2078	The parent of student (2013002535) filed a Due Process Hearing on March 26, 2019 with the Office of Administrative Hearing. Through mediation, the District agreed to 80 hours of compensatory education from <i>Club Z</i> , a non-public agency that provides supplemental academic support.	Special Education Requested by: Elida Garcia	August 13, 2019 through June 30, 2020	Not to exceed \$4,800 from Special Education funds
5	Dr. Robin L. Morris PC19-2079	The parent of student (2013002535) filed a Due Process Hearing on March 26, 2019, with the Office of Administrative Hearing. Through mediation, the District agreed to an Independent Educational Evaluation in the area of psychoeducation provided by Dr. Robin L. Morris an Independent Education Evaluation Assessor.	Special Education Requested by: Elida Garcia	August 13, 2019 through June 30, 2020	Not to exceed \$5,000 from Special Education funds

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

As indicated above

STAFF RECOMMENDATION:

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

PREPARED BY:

Manuel San Miguel, Director – Student Services

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Memorandum of Understanding with Upward Bound Program at California State University, Long Beach

BACKGROUND INFORMATION:

Upward Bound is a college based outreach program intended to increase the number of students from low income and traditionally underrepresented backgrounds who enroll in post-secondary education. The program is based at California State University Long Beach (CSULB) and provides opportunities for participants to succeed in pre-college performance and ultimately in higher education pursuits. The program serves high school students from low-income families, those from families in which neither parent holds a bachelor's degree and those students who have demonstrated academic need.

Upward Bound collaborates with Paramount High School to provide academic tutoring, SAT prep, college field trips, enrichment activities, career exploration and college readiness awareness for students and parent. Additionally, a number of students are selected annually to participate in a six-week summer residence program at CSULB free of charge. Summer residence students are provided an opportunity to take classes for high school credit. Students are referred to the program by counselors, teachers, parents, administrators and are required to complete an application. If selected, they are required to attend a mandatory orientation to learn about the benefits of the program. A total of 82 Paramount High School and Odyssey STEM Academy students in grades 9-12 have been selected to participate in the program for the current school year, in which 30 of them have been chosen for the six-week summer residence program.

POLICY/ISSUE:

Board Policy 3322 – Contracts
Board Policy 1210 – Community Relations

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with the Upward Bound program at California State University Long Beach to provide college outreach services to students at Paramount High School and Odyssey STEM Academy in 2019-20.

CONSENT ITEM: 3.2-C

PREPARED BY:

Greg Francois, Director – Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time.
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation.

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

Paramount Unified School District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between California State University Long Beach Research Foundation on behalf of Upward Bound and the Paramount Unified School District.

California State University Long Beach Research Foundation will provide:

- Instruction in summer classes to selected students.
- Accommodations and meals for students who participate in the summer residence program.
- Information on college preparation and academic tutoring.

Paramount Unified School District agrees to provide:

- High school students who meet the criteria needed to participate in the summer program.
- A room or location for tutoring during the 2019-20 school year.

This Memorandum of Understanding shall be effective August 2019 through August 2020. Should this Memorandum of Understanding require modifications during this period, they shall be added with mutual agreement by both parties. Either party may cancel this agreement at any time.

Maria Reyes
Director
ORSP
California State University, Long Beach
Research Foundation

Ruben Frutos
Assistant Superintendent
Business Services
Paramount Unified School District

Date

Date

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Professional Activities Report 19-01

BACKGROUND INFORMATION:

Keith Nuthall, Principal from Odyssey STEM Academy is invited to attend the NuVu Summit in Cambridge, Massachusetts. NuVu is an organization associated with MIT that supports STEM education in schools across the country. Odyssey STEM Academy was one of NuVu's first public school partnerships, and they support the work that takes place in the school's "innovation lab." NuVu is hosting a summit for leaders affiliated with each of their schools. NuVu will pay the cost of the flight, hotel, meals, and airport/hotel transfer for Principal Keith Nuthall.

The training will take place from Friday, September 27 through Sunday, September 29, 2019.

The staff of Odyssey STEM Academy request to attend this out-of-state conference. This is an out-of-state conference that requires Board approval.

POLICY/ISSUE:

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

FISCAL IMPACT:

Approximately \$500 from LCAP Funds

STAFF RECOMMENDATION:

Approve the out-of-state conference request for Principal from Odyssey STEM Academy to attend NuVu's Summit in Cambridge, Massachusetts from Friday, September 27 through Sunday, September 29, 2019.

PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time
- Goal 2: All students will be eligible to attend a four-year college or university without the need for remediation

CONSENT ITEM: 3.3-C

- Goal 3: All students will possess the skills necessary to be successful in any career path
- Goal 4: All students will receive personalized guidance on which post-secondary options will best meet their academic and career goals

Focus Area 2: High Quality Teaching and Learning

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: NuVu Contract Amendment

BACKGROUND INFORMATION:

The Board approved a two-year agreement with NuVu in May 29, 2018 to support Odyssey STEM Academy. For the first year of the agreement (2018-2019), a district funded grant paid the cost; the funding for the second year of the agreement (2019-2020) shifts to the district's LCAP – this is the reason the item is being brought back to the Board.

NuVu is a globally recognized organization connected with Massachusetts Institute of Technology (MIT) that supports the development of innovation and creativity in schools. NuVu's support model places a full-time design and technology expert on the Odyssey school site to work full time with students and staff. The NuVu design and technology expert, Odyssey staff, and students are supported by a cadre of MIT experts from multi-disciplinary fields to ensure high quality student projects and professional learning. In addition, NuVu sends their faculty or outside experts to Odyssey for at least five days a month to work side by side with students and teachers. All projects are co-constructed with NuVu faculty prior to implementation.

POLICY/ISSUE:

Board Policy – 4126 Consultants

FISCAL IMPACT:

Approximately \$180,000 from LCAP funds

STAFF RECOMMENDATION:

Approve the change of funding source to the NuVu contract amendment request for Odyssey STEM Academy for 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 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

CONSENT ITEM: 3.4-C

- Goal 3: All students will possess the skills necessary to be successful in any career path
- Goal 4: All students will receive personalized guidance on which post-secondary options will best meet their academic and career goals

Focus Area 2: High Quality Teaching and Learning

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

PROJECT AGREEMENT

between

NuVu LLC 450 Massachusetts Ave Cambridge, MA, USA (hereinafter " <u>NuVu</u> ")	and	Paramount Unified School District 15110 California Ave Paramount, CA 90723 (hereinafter " <u>PUSD</u> " or " <u>Odyssey</u> " or " <u>School</u> ")
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OVERVIEW

Through its NuVuX Initiative at Odyssey STEM Academy, part of the Paramount Unified School District, NuVu will provide the Services described herein (the "Services") to support and implement studio education at Odyssey as further described in further detail in this Project Agreement ("Agreement").

A. NuVu Studio Program

NuVu will custom design a NuVu studio program for Odyssey students in grades 9-12. The series of studio courses, run in conjunction with Odyssey faculty members, will be integrated into Odyssey's existing academic day schedule. One NuVu Fellow will run the program and coach the studios. Additional support will be provided by NuVu from a dedicated project manager and rotating visits to Odyssey by NuVu faculty. The NuVu studio program will include the NuVu pedagogy, which is informed by the architectural design studio, in which a "Coach," NuVu's name for the teacher-facilitator, guides students in hands-on problem-solving to solve complex, comprehensive problems. This studio model will use exercises to build skills and integrate Odyssey students' knowledge in a final project. Within each multidisciplinary studio, Odyssey students will explore problems rigorously by focusing on one project over the course of the studio. The NuVu Fellow will mentor Odyssey students to develop their project through an iterative process over the course of the studio. The NuVu Team will continuously evaluate Odyssey students through "desk-crits" (project critiques delivered at a student's desk) and final reviews while in studio. The evaluation and grading of Odyssey students shall remain the ultimate responsibility of Odyssey.

1. NuVu Studio Model.

The pedagogy of NuVu is informed by the architectural design studio, in which a Coach guides students in hands-on problem-solving to solve complex, comprehensive problems. The studio model uses exercises to build skills and integrates students' knowledge in a final project. Within each multidisciplinary studio, students explore problems rigorously by focusing on one project for two weeks. A studio Coach mentors students to develop their project through an iterative process over the course of the studio. Students confront the small and large contexts within problems as they are exposed to complex, 'messy' situations. The NuVu team continuously evaluates students through desk-crits and final reviews.

2. Program & Curriculum Development.

NuVu will work with Odyssey on designing studio curricula. NuVu staff will discuss the process used to frame past studio topics, including precedent resources, student projects, group formation and other details with Odyssey. These interactive discussions between NuVu staff and Odyssey faculty and administrators will form the basis for how the studio program and curriculum is designed at Odyssey.

3. Expert NuVu Fellow

NuVu provides full-time experts on site and on contract to schools in the following ways:

- NuVu will provide Fellow(s) with necessary expertise who will be based full-time at the school and facilitate the studio-based programs, project-based curriculum, innovation labs, and/or makerspaces.
- A NuVu Fellow will be on site at Odyssey during the school's academic year. During summer months, each Fellow will return to NuVu's school in Cambridge, Massachusetts for training and professional development.
- Barring any unforeseen emergencies, the specific NuVu Fellow assigned to Odyssey will be on site at Odyssey for the entire academic school year.
- All NuVu Fellows will be required to adhere to the school calendar, holiday/vacation schedule, and faculty handbook of Odyssey.
- Before confirming the hire of the NuVu Fellow, Odyssey will be able to interview the candidate to determine whether the selected candidate will be a good fit for the school. If Odyssey strongly objects to the selected candidate, NuVu will conduct a search and present Odyssey with a new candidate.
- The NuVu Fellow based at Odyssey will obtain a California Career Technical Education (CTE) credential within the first six (6) months of working at Odyssey.
- The NuVu Fellow will be subject to a background check and fingerprinting, as per PUSD regulations.
- Odyssey will provide the NuVu Fellow with a laptop, monitor, and docking station for the duration of the Fellow's time at Odyssey. The laptop will have the following specs, at a minimum:
 - Intel Core i5 processor
 - 8G RAM
 - 256G Solid State Hard Drive

4. Rotating Coaches.

NuVu will provide rotating Coaches on site during the academic year. These Coaches, with necessary expertise, will be on site at Odyssey an average of thirty (30) to forty (40) days during the academic year, on dates and times mutually agreed by the parties, to support studio-based programs, project-based curriculum, innovation labs, and/or makerspaces. Odyssey administrators, faculty, and/or students will have access to NuVu's team of diverse Coaches on a regular basis.

5. Studio Management Platform.

- NuVu will provide remote expertise and support for use of the NuVu Platform. NuVu

("Exhibits"), and (c) the Terms and Conditions attached hereto (collectively, the "Agreement"). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

This Project Agreement is ACCEPTED AND AGREED TO as of the last date by which this Agreement is executed (hereinafter referred to as "Effective Date"):

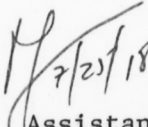
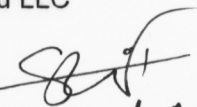
Paramount Unified School District: Paramount Unified School District By:  Name: Ruben Frutos Title: Assistant Superintendent- Business Services Date: June <u>20</u> , 2018	NuVu: NuVu LLC By:  Name: Saeed Anida Title: CEO Date: June <u>25</u> , 2018
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EXHIBIT A

Term: Fees and Payment

1. Term:

The term for the Services to be provided under this Agreement shall commence on July 1, 2018 ("Effective Date") and remain in full effect until June 30, 2020 (hereinafter referred to as the "Term").

2. Fees:

NuVuX Fee Structure

Item	Description
NuVuX Fellow	NuVuX Fellow with design and technology expertise.
NuVu Faculty and Expert Visits	Visits to Odyssey from NuVu faculty for in-person studio support for 30-40 days per year.
Remote Support	Remote support from NuVu faculty in Cambridge for Odyssey student projects.
Studio Program Development & Management	Studio development, program management, and program oversight from the program manager at NuVu in Cambridge.
Shop Management	Shop management and oversight by the NuVuX Fellow. Odyssey is responsible for all tools and supplies purchases.
Online Platform License	Use of the NuVu Studio online platform for Odyssey studio courses.
Summer Professional Development	Four spots for Odyssey faculty at NuVu's Innovation Camp for Educators.
Materials List, Equipment Layout, Shop Management	NuVu's equipment and materials list, assistance organizing and laying out the shop space, and shop management throughout the school year by the NuVuX Fellow.
Year 1 (2018-2019)	Total: \$180,000
Year 2 (2019-2020)	Total: \$180,000

Coaches will provide online support for any studio-based work taking place, answer questions from Odyssey students and faculty, offer feedback, and assist in asynchronous learning.

- NuVu will provide use and access on a SaaS-basis to the NuVu Platform, an online Custom Learning Software and Studio Management Platform (SMP). Used to share the NuVu studio-based pedagogy, the SMP extends the creative studio culture to an online interactive experience. As both an educational portfolio and community learning hub, the software is designed to navigate and record the messy process of creativity. The SMP will allow Odyssey faculty and students to participate in multidisciplinary projects in a collaborative and fluid manner. Through a highly visual interface that focuses on student generated content, the SMP supports and showcases the creative process and final product of each Odyssey student. The NuVu Platform will serve as a delivery method to share studio-based learning with Odyssey faculty and students.

The primary aspects of the SMP and tailored for Odyssey:

- Iterative Process & Feedback
- Community Content
- Online Odyssey Student Portfolio
- Assessment/Tracking/Transcript
- Scalable Software

6. Trademark Matters.

(a) Odyssey Trademarks. The name, logos and trademarks of the School are and shall remain the sole property of the School. The School grants NuVu a non-exclusive license to use the School's name and logos and to include a link to the School's website on NuVu's website and in other NuVu materials for the limited purpose of describing the program affiliation provided for in this Agreement, but only during the term of this Agreement and any renewal thereof, and provided that any reference to the School shall be subject to the School's advance approval, which will not be unreasonably withheld.

(b) NuVu Trademarks. The name "NuVu, LLC" and "NuVu" as well as all logos and trademarks of NuVu are and shall remain the sole property of NuVu. NuVu grants the School a non-exclusive license to use NuVu's name and logos and to include a link to NuVu's website on the School's website and in other School materials for the limited purpose of describing the program affiliation provided for in this Agreement, but only during the term of this Agreement and any renewal thereof, and provided that any reference to NuVu shall be subject to NuVu's advance approval, which will not be unreasonably withheld.

7. Continuity of Agreement.

By January 1, 2020, both parties shall decide on the continuity of the agreement beginning in July 2020 and extending for a period of two (2) to five (5) years. Both parties will also assess Fellow support, rotating experts, remote expertise, and support for use of the NuVu Platform. Both parties will make updates to the current agreement for the period starting in July 2020 and terminating at the end of the decided extension period. Should the parties agree to sever their relationship, NuVu and Odyssey are still held to the current agreement for the duration of the Term.

This Agreement consists of, and incorporates, all of the following: (a) these cover pages ("Cover Page"); (b) any exhibits or addenda signed by both parties and attached hereto from time to time

3. Payment:

The fee will be paid in monthly installments over the term of services. From July 1, 2018 to June 30, 2020, the monthly fee will be \$15,000.

All payments are due on the first day of the month. NuVu will provide electronic invoices to Odyssey two weeks prior to each of the payment due dates.

4. Payment Information:

The payment of fees to NuVu can be made by Odyssey via wire transfer or check. If Odyssey chooses to pay via wire transfer, funds should be sent to the following account:

Name of Bank:	Bank of America
Name of Account Holder:	NuVu LLC
Account No:	004628393548
Bank Address:	727 Massachusetts Avenue Cambridge, MA 02139, USA

If paying by check, the check should be made out to NuVu LLC and mailed upon receipt of the invoice to:

NuVu Studio
450 Massachusetts Avenue
Cambridge, Massachusetts 02139

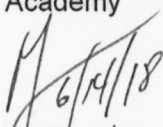
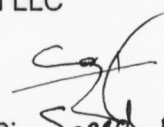
Odyssey Stem Academy By:  Name: Ruben Fratos Title: Asst Supt. Business office Date:	NuVu LLC By:  Name: Saeed Arida Title: CEO Date: June 25/2018
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EXHIBIT B

Terms and Conditions

1. **Services**

1.1. **Scope of Services.** Subject to the terms and conditions of this Agreement, NuVu will perform the services described in the Cover Page ("Services").

2. **School Duties and Responsibilities.**

School will make available in a timely manner for NuVu's use, at no charge to NuVu, all data, facilities, programs, files, documentation, or other information, resources, and personnel reasonably required by NuVu for the performance of the Services. School will be responsible for, and assumes the risk of any issues or problems resulting from the data, facilities, programs, files, documentation, or other information, resources, and personnel supplied by School.

3. **Management and Staff.**

3.1. NuVu shall be responsible, at its sole cost and expense, to employ or contract with all personnel, including substitute personnel, necessary for the operation of the Studio Program.

3.2. **Employee Conduct.** NuVu shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on premises of Odyssey, all employees, agents and independent contractors of NuVu shall comply with all applicable School policies and procedures. NuVu shall be required to remove any employee, agent, or independent contractor from the premises of Odyssey at the School's written request who fails to abide by these requirements.

3.3. **Compliance with Laws.** Odyssey's Rules and Regulations. NuVu is aware, and shall make its employees, contractors, and agents aware, of applicable Odyssey rules, regulations, and policies. During the performance of this Agreement, NuVu's employees, contractors, and agents agree to be bound by applicable School policies, rules and regulations, as well as federal and state nondiscrimination laws, including Title IX, which prohibits sex-based discrimination, harassment and misconduct on campus and in the operation of any School program or activity, and the Americans with Disabilities Act, as amended.

3.4. **Background Checks.** NuVu shall annually conduct criminal ("CORI") and sex offender ("SORI") background checks from a national database for all of NuVu's employees, agents, or contractors assigned to work at Odyssey. No NuVu employee with a criminal or sex offender record shall be placed at Odyssey without first providing written notice to the School and

then only upon the School's sole discretion. NuVu shall be required to remove any employee, agent, or contractor from Odyssey should Odyssey or PUSD determine, at its sole discretion, that removal is warranted based on the results of the background check. NuVu assumes all liability arising out of, and is solely responsible for, the acts and/or omissions of NuVu's employees, agents, or contractors.

3.5. **Indemnification.** NuVu agrees to indemnify and save PUSD, its faculty, employees, or representatives on PUSD property harmless from claims for death or injury to NuVu's contractors arising in any manner directly or indirectly out of work included as part of the Services identified in this Agreement.

4. **Fees and Payment**

4.1. **Fees and Expenses.** School will pay NuVu all fees set forth in Exhibit A ("Fees").

4.2. **Payment.** Unless otherwise set forth in Exhibit A, School will make all payments under this Agreement in U.S. dollars. School will reimburse NuVu for all costs incurred by NuVu (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this Agreement.

4.3. **Taxes.** Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When NuVu has the legal obligation to collect such taxes, tariffs and duties, the amount of such taxes, tariffs and duties will be invoiced to School, and School will pay such amount unless School provides NuVu with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by School for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to NuVu will be School's sole responsibility. School will provide NuVu with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by NuVu to establish that such taxes have been paid.

5. **Term and Termination**

5.1. **Term.** The term of this Agreement will commence on the Effective Date and will continue in effect for Term specified in Exhibit A of this Agreement unless earlier terminated pursuant to the terms of this Agreement.

5.2. Termination for Convenience. Either party may terminate this Agreement upon sixty (60) calendar days' written notice. Unless otherwise agreed by the parties, termination pursuant to this Section 4.2 will not relieve NuVu of its obligations hereunder, which obligations will continue to be governed by this Agreement. Termination pursuant to this Section 4.2 will not relieve School of its obligation to pay for any Services or expenses performed by NuVu under the Agreement.

5.3. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

5.4. Suspension of Services. Notwithstanding any other provision of this Agreement, NuVu may, in its sole discretion, suspend Services if: (a) School materially breaches any of its obligations under this Agreement including, without limitation, failure by School to pay any amount under this Agreement within thirty (30) days after the date of NuVu's invoice therefor; or (b) NuVu determines that School may be unable to make any scheduled or expected payment. Any such suspension by NuVu: (i) will not constitute termination of this Agreement (and School will continue to be bound by its obligations under this Agreement); (ii) will be deemed to modify the Target Date outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to NuVu; (iii) will entitle NuVu to reimbursement by School for any and all costs and expenses incurred by NuVu in connection with any such suspension; and (iv) may be cancelled or revoked in NuVu's sole discretion.

5.5. Return of Materials. Upon any expiration or termination of this Agreement, each party will return promptly or, at the other party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other party, each party will provide the other party with written certification of compliance with the foregoing obligations under this Section 4.5.

5.6. Survival. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, and the following provisions will survive: Sections 5 (Confidential Information) and 7 (General). All other rights granted under this Agreement will cease upon expiration or termination of this Agreement.

6. Confidential Information

6.1. Definitions.

6.1.1. "Confidential Information" means any information disclosed under this Agreement by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of NuVu whether or not so designated upon disclosure or confirmed in writing: (i) NuVu pricing; (ii) NuVu curriculum and methods; and (iii) any know-how, designs, layouts, configurations, methods, processes, or other information provided by NuVu to School under this Agreement or otherwise obtained by School in connection with the Services. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.1.2. "NuVu Curriculum" means the NuVu studio and program models, and all modifications, enhancements and derivative works thereof, including all Intellectual Property Rights in and to any of the foregoing.

6.1.3. "Intellectual Property Rights" means all current and future worldwide patents and patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), inventions (whether patentable or not), copyrights (including, without limitation, rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names, and all other intellectual property rights and proprietary right,

whether arising under the laws of the United States, or any other country, state or jurisdiction.

6.2. Non-Use and Non-Disclosure. The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to Section 5.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

6.3. Maintenance of Confidentiality. The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that NuVu's continued access to School's Confidential Information which is required for the Services will be deemed a School Obligation.

6.4. Authorized Disclosure. Notwithstanding any other provision of this Agreement, each party may disclose the terms of this Agreement: (a) subject to Section 5.2, in connection with the requirements of an initial public offering or other filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, attorneys and financing sources and their advisors; and/or (d) in confidence, in

connection with the enforcement of this Agreement or rights under this Agreement.

7. Records

7.1. Each Party acknowledges that it, and/or those for whom it is responsible, (e.g., students, faculty or employees) may have access to: students' education records as defined in and protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99 ("FERPA"); and other private information pursuant to G.L. c. 66A, 93H and 93I and 201 CMR 17.00. Without limiting the generality of the foregoing, each Party shall comply with any and all laws and regulations relating thereto and shall be responsible for their respective officers, officials, employees, students, invitees, contractors and agents, as applicable.

7.2. NuVu understands that it is not authorized to re-disclose that information to any third party absent the Institution's prior, written consent and that any unauthorized disclosure of such records is a violation of law and could subject NuVu and/or Odyssey to penalties under FERPA.

7.3. The Parties also acknowledge that disclosure of such records to persons other than the student or authorized officials of Odyssey requires the School to obtain prior and specific student authorization. NuVu use reasonable care to safeguard and prevent the disclosure of such records to any third party, and will use such records only for the purpose of performing its obligations under the Agreement. NuVu understands that a violation of this provision is a material breach of this Agreement and that the Institution(s) may terminate the Agreement immediately and exercise any other contractual or legal remedies in the event of such breach.

7.4. Where one Party provides access to Records or other property to another Party, such provision shall not be deemed a transfer or conveyance of the originating Party's interest (whether ownership or otherwise) in such Record or other property.

8. Warranty. NuVu warrants that the Services shall be performed in a professional and workman-like fashion. School's sole remedy, and NuVu's sole obligation and liability, for any breach of the foregoing warranty shall be for NuVu to re-perform the non-conforming Services. Each party warrants that: (i) it has the power, right, licenses and authority to enter into this Agreement; (ii) this Agreement and a party's performance hereunder does not and will not violate the terms of any material agreement it may have with any third party now existing or hereafter entered into; and (iii) it is and shall remain during the term of this Agreement in full compliance in all material respects with all applicable federal, state and local laws, rules and regulations. EXCEPT AS SET FORTH IN THIS SECTION 6, NUVU DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND,

WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONNECTION WITH THIS AGREEMENT.

9. General

9.1. Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

9.2. Contractors. NuVu may, in its sole discretion, use third party contractors to fulfill its obligations under this Agreement. Any third party contractor will be vetted and approved by NuVu and will be required to adhere to NuVu's standards and teaching methodology. Should PUSD not approve of a third party contractor hired by NuVu, the parties will agree to discuss an alternate contractor.

9.3. Notices. Any notice, other than a Change Order, required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via facsimile or electronic transmission such as e-mail. Notices will be considered to have been given at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile or electronic transmission confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

9.4. Governing Law; Exclusive Forum. This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. All disputes relating to this Agreement shall be brought exclusively in the U.S. District Court for the Eastern District of Massachusetts, and each party consents to personal jurisdiction and venue therein waives any claim or defense that such forum is not convenient or proper, and consents to service of process by any means authorized by said state or federal law. Notwithstanding this, the parties agree that each may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

9.5. Assignment. Except in connection with an assignment of this Agreement, in whole or in part, to an affiliate of the party or, in whole, to a third party in connection with a merger or sale of assets or other

transfer or disposition of its business operations, neither party may assign or transfer its rights under this Agreement without the other party's prior written consent. Any assignment in violation of this Section 7.5 will be null and void.

9.6. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7. Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

9.8. Construction. If there is a conflict between any term in the body of this Agreement or any exhibit hereto, the term in the body of this Agreement will prevail with respect to such conflict. This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsman hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

9.9. No Third Party Beneficiaries. The parties hereto expressly agree that there are no third party beneficiaries of this Agreement.

9.10. Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and

explosions, but the inability to meet financial obligations is expressly excluded.

9.11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a

receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.12. **Execution.** This Agreement may be executed and delivered by electronic transmission and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Alt School Agreement Amendment

BACKGROUND INFORMATION:

On February 26, 2018, the Board approved a partnership with Alt School to support the work to personalize learning for students at Odyssey STEM Academy. The three-year agreement that was approved provides the school with the use of Alt School's platform that allows educators to create personalized, foundational knowledge and project-based learning experiences focused on developing students' academic and developmental growth. Built on leading educational research, the platform was co-developed by educators and engineers at lab schools over the last four-years. Odyssey STEM Academy was Alt School's first public high school partner.

The original item listed \$35,000 as the fiscal impact; this was a technical mistake. The fiscal impact should have indicated "Not to exceed \$35,000 per year" for the duration of the agreement which goes through 2020-2021. The item is being brought before the Board again at the August 12 meeting to correct this.

POLICY/ISSUE:

Board Policy – 4126 Consultants

FISCAL IMPACT:

Not to exceed \$35,000.00 per year – from LCAP funds

STAFF RECOMMENDATION:

Approve the agreement with Alt School to provide a personalized learning technology-based platform to teachers and students technical assistance for Odyssey STEM Academy and Paramount Unified School District.

PREPARED BY:

Ryan Smith, Assistant Superintendent-Secondary Educational Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards
- Goal 3: Instruction will be standards-based, relevant, personalized, and rigorous

CONSENT ITEM: 3.5-C

Focus Area 1: College and Career Ready Graduates

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

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (together with all exhibits and addenda, the “**Agreement**”) is made and entered into as of March 1, 2018 (the “**Effective Date**”) by and between AltSchool, PBC, a Delaware public benefit corporation, with a principal office at 1245 Folsom Street, San Francisco, CA 94103 (“**Company**”), and Paramount Unified School District, a California public school district, with a principal office at 15110 California Ave, Paramount, CA 90723 dba Odyssey STEM Academy (“**District**”).

RECITALS

WHEREAS, Company is engaged in the business of providing education and education administration-related software solutions and consulting services to schools and school districts;

WHEREAS, District desires to obtain certain Services (as defined below) from Company;

WHEREAS, Company and District intend to work together to ensure a successful implementation of Company’s education and administration-related software solutions in District; and

WHEREAS, Company desires to provide to District, and District desires to receive from Company, certain technology and education-related services.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

“**Additional Contracted Services Addendum**” means an addendum, substantially in the form attached hereto as Exhibit A-2, that is executed by District and Company (or any Company Affiliate) and that describes the additional contracted services to be provided to District hereunder. Any Company Affiliate that executes an Additional Contracted Services Addendum with District will be deemed to be “Company” as such term is used in this Agreement.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“**Anonymized/Aggregated Data**” means (i) data generated by anonymizing or aggregating District Data or User Generated Educational Content, such that all personal identifiers are removed, or (ii) anonymous learnings, logs and data regarding use of the Services.

“**App**” means any software application that Company makes available for use in connection with the Services and is accessed and used by, on or through an Authorized App Platform, as further described in a Platform Services Addendum and/or an Additional Contracted Services Addendum.

“**Applicable Law**” means all federal, state and local laws and regulations including, without limitation: privacy, data or information security, and educational laws and regulations.

“**Authorized App Platform**” means the operating platform or device specified in the applicable Platform Services Addendum and/or any Additional Contracted Services Addendum that is necessary to access and use an App. An Authorized App Platform may include without limitation an Internet website (accessed through a standard web browser), a mobile device such as a mobile phone, tablet computer or tablet device, a desktop or laptop computer or on any other platform or device.

“**Authorized User**” means an employee, contractor or student of District or a parent of a student of District who has been assigned unique authentication credentials to access and use the Services.

“**Platform Services Addendum**” means an addendum, substantially in the form attached hereto as Exhibit A-1, that is executed by District and Company (or any Company Affiliate) and that describes the Services to be provided to District hereunder. Any Company Affiliate that executes a Platform Services Addendum with District will be deemed to be “Company” as such term is used in this Agreement.

“**District Data**” means any and all data, information or other materials regarding the District provided by District or an Authorized User to Company or generated by or through the Services. District Data includes, without limitation, Student Data. District Data does not include User Generated Educational Content.

“**Service Term**” means the term set forth in the applicable Platform Services Addendum.

“**Services**” means the services to be provided by Company to District under a Platform Services Addendum and/or an Additional Contracted Services Addendum.

“**Student Data**” means any and all data, information or other materials provided by District or an Authorized User or generated by or through the Services regarding a student enrolled in District.

“**User Generated Educational Content**” means any educational content generated by an Authorized User through the App or Authorized App Platform, including but not limited to lessons, educational units, curriculum, and materials created by a student including essays, research reports, portfolios, creative writing, music or other audio files, and photographs.

2. Services.

2.1. **Services.** Subject to the terms and conditions of this Agreement, Company will provide Services to District in accordance with one or more Platform Services Addenda and Additional Contracted Services Addenda. All executed Platform Services Addenda and Additional Contracted Services Addenda will be deemed incorporated herein by reference. District may access and use the Services solely for educational or administrative purposes and such access and use is expressly limited to the number of seats for which District has paid fees in accordance with applicable Platform Services Addenda and/or Additional Contracted Services Addenda.

2.2. **Authorized Use Policies.** District acknowledges and agrees that Company does not monitor communications or data transmitted through the Services and that Company will not be responsible for the content of any such communications or transmissions. District will use the Services exclusively for authorized and legal purposes, consistent with all Applicable Law and the rights of others. District will keep confidential and not disclose to any third parties (and will ensure that Authorized Users keep confidential and not disclose to any third parties) any user names, passwords, authentication credentials, account numbers or account profiles. District is solely responsible for all activities that occur under the Authorized Users’ accounts, whether or not the Authorized Users know about such activities.

2.3. **Rights in App Granted by Company.** Subject to District’s compliance with the terms of this Agreement, Company grants District and Authorized Users a limited non-exclusive, non-transferable, non-sublicenseable license to access the App by, on or through the Authorized App Platform that District owns or controls and to use the App solely for educational or administrative purposes. District may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Company reserves all rights in and to the App not expressly granted to District under this Agreement.

2.4. **Data Backup.** Company will use its commercially reasonable efforts to regularly back up District Data and User Generated Educational Content. In the event of any loss or corruption of any of District Data or User Generated Educational Content that is stored on or processed by the Services, Company will use its commercially

reasonable efforts to restore the lost or corrupted District Data or User Generated Educational Content from the last backup maintained by Company. In the event of an unauthorized disclosure of Student Data, Company will provide notice to District, and District will provide any notices to affected parents, legal guardians, or eligible students in accordance with Applicable Law. DISTRICT ACKNOWLEDGES AND AGREES THAT, IF COMPANY HAS MADE COMMERCIALY REASONABLE EFFORTS TO REGULARLY BACK UP DISTRICT DATA OR USER GENERATED EDUCATIONAL CONTENT, COMPANY'S EFFORTS TO RESTORE LOST OR CORRUPTED DISTRICT DATA OR USER GENERATED EDUCATIONAL CONTENT PURSUANT TO THIS SECTION 2.4 WILL CONSTITUTE DISTRICT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY IN THE EVENT OF ANY LOSS OR CORRUPTION OF DISTRICT DATA OR USER GENERATED EDUCATIONAL CONTENT.

3. **Fees, Invoicing and Taxes.**

3.1. **Payment.** District will pay Company the amounts set forth in the applicable Platform Services Addendum and/or Additional Contracted Services Addendum at the times and in the manner set forth therein. Payments are due net thirty (30) days from the date of invoice unless otherwise agreed by the parties in the applicable Platform Services Addendum and/or Additional Contracted Services Addendum.

3.2. **Late Payments.** If payment is not made within thirty (30) days after the invoice due date, Company may, in its sole discretion, choose to do any or all of the following: (i) charge District a late fee on the unpaid balance at the lesser of one percent (1.0%) per month or the maximum lawful rate permitted by Applicable Law, or (ii) suspend District's and Authorized User's right to access and use the Services, during which time District will continue to be charged for any period of suspension.

3.3. **Taxes.** All fees and charges listed for the Services are exclusive of any sales, use, value-added, withholding and other taxes, duties and other governmental charges that may be imposed by any federal, state or local government or taxing authority on the use or provision of the Services or the payments made by District hereunder (collectively, "Taxes"). District will be responsible for and will pay all such Taxes, excluding any taxes based on Company's net income. Notwithstanding the foregoing, if District is entitled to an exemption from any Taxes, District may submit to Company a valid tax exemption certificate (in a form reasonably acceptable to Company) and income tax withholding certificate or other documentation acceptable to the applicable taxing authorities within fifteen (15) days of the first invoicing date.

4. **Proprietary Rights.**

4.1. **Ownership.** Company and its licensors own all right, title, and interest in and to the Services, including, without limitation, all modifications, improvements, upgrades and derivative works related thereto and all intellectual property rights therein. District acknowledges that the rights granted to District under this Agreement do not provide District with title to or an ownership interest in the Services. All rights in the Service not expressly granted to District hereunder are reserved by Company.

4.2. **Restrictions.** Unless otherwise expressly permitted in this Agreement, District will not: (i) copy, reproduce, modify, translate, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to the Service; (iii) resell, sublicense, lend, transfer, lease, rent or distribute the Services to a third party; (iv) attempt to interfere with or disrupt the Services or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Services); (v) allow access to or use of the Services by anyone other than Authorized Users; or (vi) authorize or knowingly permit a third party to do any of the acts set forth in this Section 4.2.

4.3. **Feedback.** If District provides Company with any feedback, comments or suggestions for improvements to the Services ("Feedback"), District grants to Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable license to use all such Feedback for any purpose without any obligation to

District of any kind.

4.4. **User Generated Educational Content.** Except as prohibited by the California Student Data Privacy Agreement, between Company and District, substantially in the form provided in Exhibit D (the “**Student Data Privacy Agreement**”), District grants Company an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of User Generated Educational Content and any works derived from such User Generated Educational Content, in any form, format, or medium, of any kind now known or later developed, in any manner, and to license or permit others to do so. District grants Company the right to sublicense User Generated Content. For the avoidance of doubt, this provision shall not apply to student generated educational content. The provisions of the Student Data Privacy Agreement shall govern Company's use of any student generated educational content.

5. **Representations and Warranties.**

5.1. **Company Representations and Warranties.** Company represents and warrants to District that:

- (a) **Authority.** Company has the legal power to enter into this Agreement.
- (b) **Compliance with Laws and Regulations.** Company will comply with all federal, state and local laws and regulations applicable to its provision of the Services.

5.2. **District Representations and Warranties.** District represents and warrants to Company that:

- (a) **Authority.** District has the legal power to enter into this Agreement.
- (b) **Compliance With Laws and Regulations.** District is in compliance with (and will remain in compliance with) all Applicable Laws that govern its operation of a school and its activities in connection therewith, including without limitation all Applicable Laws: (i) that govern the administration of background checks on teachers and school personnel and the use of the results obtained therefrom; and (ii) that set forth any requirements with respect to obtaining any required permissions or consent(s) for the use, collection, disclosure, sharing or transfer of confidential information, including Student Data, under the Family Education Rights Privacy Act (FERPA) and the Children’s Online Privacy Protection Act (COPPA). To facilitate Company’s provision of the Services under this Agreement, District will share Student Data with Company pursuant to the FERPA “District Official” exception.
- (c) **District Data and User Generated Educational Content.** District owns or has all rights in District Data and User Generated Educational Content that are necessary and sufficient for District to use District Data and User Generated Educational Content in connection with the Services, and to grant the rights to Company, as contemplated by this Agreement.
- (d) **Curriculum Licenses.** Prior to using any curriculum in connection with the Services (whether inputted by District or by Company on behalf of District), District will have proper licenses to use such curriculum.
- (e) **Diligence Materials.** District has provided all diligence materials requested by Company, and such materials are complete and accurate.
- (f) **Insurance.** District has in full force and effect (and will continue to have in full force and effect) Commercial General Liability, Umbrella, Workers’ Compensation, Employment Practices Liability, Educators E&O, and Molestation/Abuse insurance policies.

6. **Obligations of District.**

6.1. **Cooperation.** As a condition to Company's obligations under this Agreement, District will (a) provide Company with good faith cooperation and access as may be reasonably required by Company in order to provide the Services; (b) provide Company with such personnel assistance and resources as may be reasonably requested by Company from time to time; and (c) carry out in a timely manner all other District responsibilities set forth in this Agreement, including any applicable Platform Services Addenda or Additional Contracted Services Addenda.

6.2. **Networking and Technology.** District acknowledges and agrees that District's and its Authorized Users' use of the Services is dependent upon access to appropriate telecommunications and Internet services. District agrees to install sufficient network capabilities, provide approved devices for each student and teacher and meet information technology capabilities necessary to support the Services, as specified by Company in Exhibit B. Company will not be responsible for any loss or corruption of data, lost communications or any other loss or damage of any kind arising from any such telecommunications and Internet services, including without limitation District's failure to provide the necessary telecommunications or Internet services.

6.3. **Consent for Students.** District will obtain consent from the parents or legal guardians of students under the age of thirteen to as required under Applicable Law for such students to access and use the Services.

7. **Term and Termination.**

7.1. **Term of Agreement.** The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect until the expiration of all Service Terms

7.2. **Termination for Breach.** Either party may terminate this Agreement for breach if: (i) the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding.

7.3. **Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon sixty (60) days' written notice to the other party.

7.4. **Effect of Termination.**

- (a) Upon any expiration or termination of this Agreement:
 - i. the rights and licenses granted by Company to District hereunder will automatically terminate;
 - ii. District and Authorized Users will promptly cease all use of the Services;
 - iii. District will pay all amounts due to Company within thirty (30) days from the effective termination or expiration date; and
 - iv. each party shall return or destroy and will make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party, provided that Company may retain a copy of all District Data in its possession or control and may retain and use all such District Data consistent with the right granted to Company under Section 8.1.
- (b) Upon the expiration or termination of this Agreement, at District's request, Company will provide District with a copy of all District Data in its possession or control, subject to District's payment to Company of all reasonable expenses incurred by Company in providing such District Data to District.

- (c) All fees paid as of the expiration or termination of this Agreement will be nonrefundable.
- (d) Termination of this Agreement will not limit the parties from pursuing any other remedies available to it, including injunctive relief.

7.5. **Survival.** The rights and obligations of Company and District contained in Sections 1 (Definitions), 3 (Fees, Invoicing and Taxes), 4 (Proprietary Rights), 7.4 (Effect of Termination), 7.5 (Survival), 8 (Data Collection, Ownership and Use; Privacy), 9 (Indemnification), 10 (Limitation of Liability), 11 (Confidential Information), and 12 (Miscellaneous) will survive any expiration or termination of this Agreement.

8. Data Collection, Ownership, and Use; Privacy.

8.1. **District Data.** District will retain all ownership rights in District Data. Except as prohibited by the California Data Privacy Agreement, District grants Company a non-exclusive, worldwide, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of District Data in connection with Company's provision of the Services to District, to improve Company's products and Services, to monitor compliance with this Agreement, and for education, administration, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes.

8.2. **Anonymized/Aggregated Data.** The parties agree that Company shall retain all ownership rights in Anonymized/Aggregated Data. Company may use Anonymized/Aggregated Data for any business purpose during or after the term of this Agreement, including without limitation in connection with Company's provision of the Services to District, to improve Company's products and Services, to monitor compliance with this Agreement, and for education, administration, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes.

8.3. **Correction of Personally Identifiable Information.** In the event that a parent, legal guardian, or eligible student desires to review the personally identifiable information of a student who is an Authorized User and correct any erroneous information, the parent, legal guardian, or eligible student may do so by emailing privacy@altschool.com with their review or correction request.

8.4. **Data Management.** Company agrees to use all reasonable administrative, technical and physical measures, consistent with Applicable Law and commercial best practices to protect the confidentiality and integrity of District Data in its possession or control. Company will not use personally identifiable information acquired from Student Data to engage in targeted advertising.

8.5. **Privacy.** The Privacy Policy at <https://www.altschool.com/privacy-policy> governs any personal information that District and Authorized Users provide to Company. Company may amend this Privacy Policy from time to time in its sole discretion.

9. Indemnification.

9.1. **Indemnification by Company.** Company agrees to defend, indemnify and hold harmless District and its Affiliates, successors, transferees and assignees from and against any damages, liabilities, costs, expenses and fees (including reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising or resulting from a claim by any third party that the Services, as provided by Company to District within the scope of this Agreement, infringe upon any copyright, patent, trademark, trade secret or other intellectual property right of the third party. Company will have no liability to indemnify or defend District to the extent that a claim of infringement arises from: (i) the combination, operation or use of the Services with equipment, devices, software or data (including without limitation District Data or User Generated Educational Content) not supplied by Company, if a claim would not have occurred but for such combination, operation or use; or (ii) unauthorized modifications or uses of the Services, if a claim would not have occurred but for such unauthorized modifications or uses.

9.2. **Indemnification by District.** District agrees to defend, indemnify and hold harmless Company and its Affiliates, successors, transferees, and assignees from and against any damages, liabilities, costs, expenses and fees (including, reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising out of or resulting from a claim by any third party: (i) based on a breach by District of any of its representation or warranties under, this Agreement; (ii) that information, materials or other content supplied or developed by District in connection with the Services (including User Generated Educational Content) infringes upon any copyright, patent, trademark, trade secret, privacy rights or other intellectual property or proprietary rights of the third party; (iii) based on District's or an Authorized User's access to or use of the Services (other than a claim for which Company is responsible under 9.1); (iv) the operation of District's business, including District's website; or (v) based on any of the conditions described in Sections 9.1(i) or (ii).

9.3. **Procedure for Indemnification.** The indemnified party will promptly notify the indemnifying party in writing of any claim, action, demand or lawsuit for which the indemnified party intends to claim indemnification hereunder (provided, however, that the failure to give such notice will not relieve the indemnifying party from its obligations hereunder, except to the extent that the indemnifying party is prejudiced by such delay). The indemnifying party has the right to take sole control of the defense and settlement of all actions that are indemnified against hereunder; provided, however, District will not have the right to settle or compromise any claim without the written consent of Company, which consent will not be unreasonably withheld or delayed. The indemnified party will reasonably cooperate with the indemnifying party and its legal representatives, at the indemnifying party's expense, in the investigation, defense and settlement of any action covered by this Section 9.

10. **Limitation of Liability and Warranty Disclaimers.**

10.1. **Limitation of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF DISTRICT'S ACCESS TO AND USE OF THE SERVICES REMAINS WITH DISTRICT. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES EXCEED THE TOTAL FEES PAID BY DISTRICT IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

10.2. **No Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF USE, REVENUE, INCOME, PROFITS, DATA, BUSINESS, GOODWILL OR OTHER ECONOMIC LOSS) OR FOR THE COSTS OF PROCURING REPLACEMENT SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND WHETHER OR NOT A PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.3. **Warranty Disclaimers.** THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. District assumes sole responsibility and liability for results obtained from the uses of the Services and for conclusions drawn from such uses. Company will have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company by District in connection with the Services or any actions taken by Company at District's direction. COMPANY DISCLAIMS

ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

11. **Confidential Information.**

11.1. **Definition of Confidential Information.** As used herein, “**Confidential Information**” means any technical or business information disclosed by one party to the other party that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (ii) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms of this Agreement are Confidential Information to the extent permitted by law and, as to such Confidential Information, each party will be deemed a receiving party thereof. Confidential Information will not include any information that: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it without breach of a confidentiality obligation owed to the disclosing party; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

11.2. **Confidentiality.** Each party agrees, during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement: (i) to maintain the other party’s Confidential Information in confidence using at least the same degree of care as it uses to protect the confidentiality of its own confidential information of similar importance, but no less than a reasonable degree of care; (ii) not to disclose such Confidential Information to any third parties, except as permitted by this Agreement, including, but not limited to, disclosure to any employees, agents or contractors who have a need to know such Confidential Information for the performance or enforcement of this Agreement and are bound by obligations substantially similar to those set forth herein; and (iii) not to use any such Confidential Information for any purpose except as necessary for the performance or enforcement of this Agreement, the exercise of any rights under this Agreement or as permitted by the Terms of Service applicable to the Services (as may be amended from time to time).

11.3. **Compelled Disclosure.** If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will promptly provide the disclosing party with notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest or limit the disclosure.

12. **Miscellaneous.**

12.1. **Relationship of the Parties.** Company agrees to perform the Services solely as an independent contractor. No employer and employee relationship exists between Company and District, either under common law or any statute. Nothing in this Agreement will be construed to create any actual or apparent agency, association, partnership, joint venture, or franchiser-franchisee relationship.

12.2. **No Third Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Nothing in this Agreement will be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

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

12.4. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld.

Notwithstanding the foregoing, Company may assign this Agreement in its entirety (including all addenda and exhibits), without consent of District, to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. **Entire Agreement; Amendment.** This Agreement, including all exhibits and addenda, constitutes the entire agreement and understanding between the parties regarding the subject matter thereto, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter thereto. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement, and any exhibit or addendum, the terms of such exhibit or addendum will prevail.

12.6. **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach will not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

12.7. **Subcontracting.** Company may, at its option, subcontract the provision of the Services in part. If Company subcontracts any portion of the Services, Company will notify District and will remain responsible for any acts or omissions of its subcontractors.

12.8. **Publicity.** District will not issue any press releases or other public statements or announcements relating to the subject matter of this Agreement and the relationship between the parties without Company's prior written consent. During the term of this Agreement, the parties will make reasonable efforts to work cooperatively to promote their relationship.

12.9. **Brand Guidelines.** District will not use Company's trademarks, trade names, service marks, or logos without Company's prior written consent. If Company deems it necessary, Company may revoke District's right to use Company's trademarks, trade names, service marks, or logos.

12.10. **Notice.** Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that either party is required or desires to give to the other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth below, or at such other addresses as may be designated by such party.

If to Company:

AltSchool, PBC
1245 Folsom Street
San Francisco, CA 94103
Attn: Ben Kornell
Email: benk@altschool.com

With a copy to:

AltSchool, PBC
1245 Folsom Street
San Francisco, CA 94103
Attn: Legal
Email: legal@altschool.com

If to District:

Paramount Unified School District

15110 California Ave, Paramount, CA 90723
Attn: [Name]
Email: [Email]

Delivery will be deemed made (i) at the time of service, if personally served, (ii) five (5) days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation).

12.11. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of California without regard to any conflict of laws principles.

12.12. **Non-exclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

12.13. **Mediation and Arbitration.**

- (a) If a dispute between the parties arises from or relates to this Agreement or the breach thereof (the "**Dispute**"), and if the Dispute cannot be resolved through direct discussions between the parties, the parties agree to endeavor first to resolve the Dispute through a non-binding mediation hearing administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures. Each party will appoint a senior executive with the authority to resolve any Dispute to participate in such a mediation hearing and may be represented by counsel at the mediation hearing. The mediation hearing will be completed in not more than sixty (60) business days. The parties will each bear their respective costs incurred in connection with a mediation hearing, except that they will share equally the fees and expenses of the mediation service, including the fees of the mediator.
- (b) The parties further agree that any Dispute that is unresolved by the foregoing mediation hearing will be finally settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (the "**Rules**") and the terms of this Agreement. The terms of this Agreement will control in the event of any inconsistency between such terms and the Rules. The arbitration will be conducted by a single arbitrator reasonably familiar with the technology and business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's notice of arbitration, then the AAA will appoint the arbitrator in accordance with the Rules. The award of the arbitrator will be in writing setting forth findings of fact and conclusions of law. Judgment on the award rendered by the arbitrator will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing provisions, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute, controversy or claim related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights or Confidential Information.

12.14. **Force Majeure.** Neither party will be responsible for any failure of or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, acts of God, fire, flood, storm, earthquakes or other natural catastrophe; explosions, embargoes; labor disputes; denial-

of-service attacks, material shortages, terrorist actions; actions of governmental authorities; insurrection; strikes, riot, lockouts, or war; or inability to obtain access to any premises or facility required to provide the Services.

12.15. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. A facsimile, PDF or other electronic signature of this Agreement will be valid and have the same force and effect as a manually signed original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

COMPANY:

ALTSCHOOL, PBC

By: 

Name: Ben Kornell

Title: VP of Growth

DISTRICT:

PARAMOUNT UNIFIED SCHOOL DISTRICT

By: 

Name: Ruben Frutos

Title: Assistant Superintendent-
Business Services

Attachment:

Exhibit A-1 – Platform Services Addendum

Exhibit A-2 – Additional Contracted Services Addendum

Exhibit B – Networking and Technology Requirements

Exhibit C – Student Data Privacy Addendum

EXHIBIT A-1

PLATFORM SERVICES ADDENDUM

This Platform Services Addendum (this “**Addendum**”) is issued under and subject to all of the terms and conditions of the Platform Services Agreement dated as of March 1, 2018 by and between AltSchool, PBC, a Delaware public benefit corporation, with a principal office at 1245 Folsom Street, San Francisco, CA 94103 (“**Company**”), and Paramount Unified School District, a California public school district, with a principal office at 15110 California Ave, Paramount, CA 90723 dba Odyssey STEM Academy (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Platform Services Agreement, the provisions of this Addendum will control.

1. **Services.** Starting on or around March 1, 2018 (“**Service Commencement Date**”), or such other date as will be agreed upon by Company and District, Company will provide the following services to District (the “**Services**”):
 - a. **Core Software Platform:** Company will provide District with licenses to use Company’s core educational software platform (the “**Core Software Platform**”), which includes the following products:
 - i. Educational Personalization Products;
 - ii. Parent Communication Tools; and
 - iii. Mobile Application(s).
 - b. **Implementation:** Company will assist with the implementation of the Core Software Platform by providing assistance with account integration and importing student roster information. Company and District will mutually establish a regular schedule of planned communication and a format for ongoing communication to support successful implementation.
 - c. **Training and Professional Development:**
 - i. Company will provide District with two (2) days of onsite training annually to support the implementation of the Core Software Platform for District’s administrators, educators, students and parents. Company and District will jointly establish a schedule to appropriately provide training implementation and resources for all relevant stakeholders.
 - ii. Company will provide District with two (2) days of onsite professional development or consultative support annually as jointly determined by Company and District.
 - d. **Virtual Support:** Company will provide District with ongoing support in sharing best practices to assist in using the Core Software Platform. Company Support will be available for District during the hours of 9am-8pm EST Monday through Friday via support email. A dedicated Company representative will be assigned to the District to facilitate support needs throughout the Company.
2. **Networking and Technology Requirements.** Company has provided District with a technology consultation, pursuant to which District’s specific networking and technology requirements have been identified (the “**IT Report**”). District acknowledges and agrees that District’s and its Authorized Users’ use of the Services is dependent upon access to appropriate telecommunications and Internet services, as provided in Section 6.2 of the Platform Services Agreement. District will promptly address any networking or technology deficiencies identified in the IT Report.
3. **Term and Renewal.** The term of this Addendum commences on the Service Commencement Date and continues until June 30, 2021. This Addendum will automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Service Term. Fees for each renewal term will be agreed by the parties in advance of such renewal.

4. Fees.

District will pay the following fees within thirty (30) days of each applicable payment date provided below:

2018-19 Description	Fees	Due Date
Y1: Up to 6 educator licenses*	\$30,000	
Minus in-kind contribution	(\$5,000)	
Total fee	\$25,000	July 1, 2018

2019-20 Description	Fees	Due Date
Y2: Up to 10 educator licenses*	\$35,000	
Minus in-kind contribution	(\$5,000)	
Total fee	\$30,000	July 1, 2019

2020-21+ Description	Fees	Due Date
Y3: Up to 16 educator licenses*	\$50,000	
Minus in-kind contribution	(\$15,000)	
Total fee	\$35,000	July 1, 2020
Pricing Guarantee for Year 4+: Up to 22 educator licenses	Not to exceed \$40,000	To be negotiated as part of contract renewal

* All administrative licenses are included at no charge.

5. In-Kind Services.

District will provide the following in-kind service to Company:

- Annual co-presentation at National Conference with AltSchool
- Annual "design studio" day (noon-5pm) in February to demonstrate learning model and platform use.
- Opportunity for AltSchool to host site visits at Paramount as a demonstration site - dates / frequency to be determined with leadership

- 2020-21 participation in efficacy research project led by AltSchool and outside research organization

IN WITNESS WHEREOF, the parties have signed this Platform Services Addendum to the Platform Services Agreement effective as of the later date of execution set forth below.

COMPANY:

ALTSCHOOL, PBC

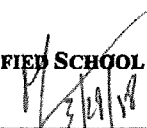
By: 

Name: Ben Kornell

Title: VP of Growth

DISTRICT:

PARAMOUNT UNIFIED SCHOOL DISTRICT

By:  3/29/18

Name: Ruben Frutos

Title: Assistant Superintendent-
Business Services

EXHIBIT A-2

ADDITIONAL CONTRACTED SERVICES ADDENDUM

This Additional Contracted Services Addendum (this “Addendum”) is issued under and subject to all of the terms and conditions of the Platform Services Agreement dated as of March 1, 2018 by and between AltSchool, PBC, a Delaware public benefit corporation, with a principal office at 1245 Folsom Street, San Francisco, CA 94103 (“Company”), and Paramount Unified School District, a California public school district, with a principal office at 15110 California Ave, Paramount, CA 90723 dba Odyssey STEM Academy (“District”). To the extent that any term or condition set forth in this Addendum conflicts with the Platform Services Agreement, the provisions of this Addendum will control.

1. **Additional Services.** Company will provide the following additional services to District (the “Additional Services”):

Service	Description	# Days	Fees	Delivery Date
Additional Training				
Onsite Training		0	\$2,000/day	N/A
Additional Professional Development				
Onsite PD		0	\$2,000/day	N/A
Additional Consulting				
Platform Customization				
Taxonomy		0	\$2,000/day	N/A

2. **Term and Renewal.** The term of this Addendum commences on the Service Commencement Date and continues until June 30, 2021. This Addendum will not automatically renew.
3. **Fees.** Company will provide Additional Services to District for the fees specified above. District will pay the following fees within thirty (30) days of the Service Commencement Date:
- None
4. **Other Additional Services.**

From time to time, the parties may agree to have Company provide District with other Additional Services (not included in the scope of this Addendum) by signing a new Additional Contracted Services Addendum.

IN WITNESS WHEREOF, the parties have signed this Additional Services Addendum to the Platform Services Agreement effective as of the later date of execution set forth below.

COMPANY:

ALTSCHOOL, PBC

By: 

Name: Ben Korvell

Title: VP of Growth

DISTRICT:

PARAMOUNT UNIFIED SCHOOL DISTRICT

By: 

Name: Ruben Frutos

Title: Assistant Superintendent-
Business Services

EXHIBIT B

NETWORKING AND TECHNOLOGY REQUIREMENTS

https://s3.amazonaws.com/altschool-cdn/info/AltSchool_Classroom_Technology_Guide_2017-18.pdf

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent - Business Services
DATE: August 12, 2019
SUBJECT: Purchase Order Report, 19-02

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 – General Fund	3,627.88
2. Authorized Orders – Student Nutrition Services	9,720.00
Sub Total	\$ 13,347.88

3. Ratified Orders (Under \$1,500) 1,651.42

TOTAL OF ALL ORDERS \$ **14,999.30**

2019/2020

1. Authorized Orders – Adult Education	12,444.00
2. Ratified Orders – Building Fund Measure I	14,052.58
3. Authorized Orders – Building Fund Measure I	273,633.71
4. Ratified Orders – General Fund	110,735.38
5. Authorized Orders – General Fund	580,310.20
6. Ratified Orders – LCAP	33,345.62
7. Authorized Orders – LCAP	775,142.35
8. Ratified Orders – Student Nutrition Services	3,500.00
9. Authorized Orders – Student Nutrition Services	17,753.00
Sub Total	\$ 1,820,916.84

10. Ratified Orders (Under \$1,500) 26,369.19

TOTAL OF ALL ORDERS \$ **1,847,286.03**

CONSENT ITEM: 4.1-C

POLICY/ISSUE:

Board Policy 3300 - Expenditures and Purchases

Board Policy and Administrative Regulation 3320 - Purchasing Procedures

FISCAL IMPACT:

As indicated above.

STAFF RECOMMENDATION:

Approve Purchase Order Report 19-02 authorizing the purchase of supplies, equipment, and services for the District.

PREPARED BY:

Ruben Frutos, Assistant Superintendent - Business Services

Cindy DiPaola, Director - Maintenance and 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

Paramount Unified School District

2018/2019

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
19-02715	THINKING MAPS, INC.	Educational Services	Training materials	\$3,627.88
130 - Cafeteria Fund				
19-00047	FOOD SAFETY SYSTEMS	Nutrition Services	Annual: food service sanitation (increase purchase order from \$62,000 to \$71,720)	\$9,720.00 *

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

Paramount Unified School District

2018/2019

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PURCHASE ORDER SUMMARY BY FUND

5 Purchase orders for a total of \$14,999.30

010 - General Fund	To Be Ratified Over \$1,500	\$3,627.88
	To Be Ratified Under \$1,500	\$1,147.93
	Fund Total	\$4,775.81
010 - General Fund - LCAP	To Be Ratified Under \$1,500	\$503.49
	Fund Total	\$503.49
130 - Cafeteria Fund	To Be Authorized	\$9,720.00
	Fund Total	\$9,720.00

Paramount Unified School District

2019/2020

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
19-02659	ACTION SALES	Nutrition Services	Mokler: replace kitchen equipment (increase purchase order from \$61,680 to \$92,785)	\$31,104.72 *
19-02722	U. S. BANK	Secondary Ed/CTE	Amazon: Human Development course books (50)	\$1,574.88
20-00104	SOUTH BAY HEATING & AIR CONDITIONING INC	Maintenance & Operations	Annual: Maintain energy management system services & repairs (Bid #4-18-19)	\$150,000.00 *
20-00258	SOUTHWEST SCHOOL & OFFICE SUPPLY	Jefferson Elementary School	Annual: online ordering	\$3,000.00
20-00259	STAPLES	Jefferson Elementary School	Annual: online ordering	\$3,000.00
20-00268	CALIFORNIA SCHOOL BOARDS ASSOCIATION	Superintendents Office	CSBA/ELA membership fees	\$19,130.00 *
20-00270	SMARTETOOLS, INC.	Fiscal Services	Annual: software services	\$4,999.00
20-00272	FARONICS TECHNOLOGIES USA, INC.	Technology	Annual: maintenance agreement - Deep Freeze software for student computers	\$2,591.82
20-00274	STAPLES	Jefferson Elementary School	Classroom supplies	\$2,226.35
20-00276	STAPLES	Secondary Ed/CTE	Annual: online ordering	\$4,000.00
20-00277	STAPLES	Collins Elementary School	Annual: online ordering	\$4,565.00
20-00281	SOUTHWEST SCHOOL & OFFICE SUPPLY	Hollydale K-8 School	Annual: online ordering	\$4,900.00
20-00282	STAPLES	Hollydale K-8 School	Annual: online ordering	\$4,900.00
20-00283	SOUTHWEST SCHOOL & OFFICE SUPPLY	Collins Elementary School	Annual: online ordering	\$4,565.00
20-00284	STAPLES	Collins Elementary School	Annual: online ordering	\$4,565.00
20-00285	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School West	Annual: online ordering	\$4,000.00
20-00286	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School West	Annual: online ordering	\$4,000.00
20-00289	STAPLES	Superintendents Office	Annual: online ordering	\$2,000.00
20-00290	STAPLES	Los Cerritos Elementary School	Annual: online ordering	\$4,900.00
20-00291	STAPLES	Paramount High School West	Annual: online ordering	\$3,000.00
20-00293	FOLLETT SCHOOL SOLUTIONS, INC.	K-5 Schools & Innovative Programs	Destiny software license renewal (58)	\$22,909.73 *
20-00301	STAPLES	Jackson Middle School	Annual: online ordering	\$4,600.00
20-00302	STAPLES	Special Education	Annual: online ordering	\$4,500.00
20-00303	STAPLES	Mokler Elementary School	Annual: online ordering	\$4,500.00
20-00304	STAPLES	Paramount High School	Annual: online ordering	\$4,500.00
20-00305	ALBERTSON'S MARKET	Paramount High School	Annual: meeting supplies	\$3,500.00
20-00306	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paramount High School	Annual: online ordering	\$4,500.00
20-00323	STAPLES	Human Resources	Annual: online ordering	\$3,000.00

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

Paramount Unified School District

2019/2020

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund				
20-00325	PAUL PETERSON	Maintenance & Operations	Alondra, Paramount Park: replace shade shelter fabric	\$5,516.95 *
20-00326	FIELDTURF USA, INC.	Maintenance & Operations	Annual: Jackson, Paramount High school artificial turf field maintenance	\$11,000.00 *
20-00329	GOPHER SPORTS EQUIPMENT	Paramount High School	P.E. supplies	\$2,719.83
20-00338	SOUTHWEST SCHOOL & OFFICE SUPPLY	Maintenance & Operations	Warehouse stock	\$2,494.41
20-00342	RIDDELL	Paramount High School	Annual: reconditioning of athletic equipment	\$14,000.00 *
20-00364	VIRCO INC	Paramount High School	Computer tables (4)	\$3,397.57
20-00366	ORTCO, INC.	Maintenance & Operations	Repair & repaint playground equipment: Gaines, Wirtz, Roosevelt, Mokler & Hollydale	\$133,893.59 *
20-00375	RICOH AMERICAS CORPORATION	District Warehouse	Annual: Lasefiche maintenance service renewal & professional services	\$45,000.00 *
20-00382	PALFINGER LIFTGATES, LLC	Maintenance & Operations	Delivery truck equipment	\$6,698.41 *
20-00385	CI SOLUTIONS	Paramount High School	ID supplies	\$3,740.88
20-00388	PARAMOUNT CHAMBER OF COMMERCE, INC	Superintendents Office	Annual: Pulse Beat publications	\$25,500.00 *
20-00390	CDW GOVERNMENT LLC	Los Cerritos Elementary School	Print cartridges (12) & headphones (375)	\$6,540.57 *
20-00396	ALLWOOD	District Warehouse	Paramount High: supply countertops student store	\$3,284.00
20-00398	3D CONCRETE	Maintenance & Operations	Annual: Districtwide concrete repairs	\$50,000.00 *
20-00409	BUCKEYE CLEANING CENTER	Maintenance & Operations	Warehouse stock	\$9,016.23 *
20-00410	SPICERS PAPER INC.	Maintenance & Operations	Warehouse stock	\$3,211.64
010 - General Fund - LCAP				
19-02723	TROXELL COMMUNICATIONS	Jackson Middle School	Classroom Audio systems (10)	\$12,899.10 *
19-02724	TROXELL COMMUNICATIONS	Jackson Middle School	Whiteboard panel system	\$2,225.21
20-00294	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	Ed Services - K-8	Web based license renewal for teachers to enroll in district professional development	\$5,000.00 *
20-00309	HOUGHTON MIFFLIN HARCOURT	Secondary Ed	9-12: ELD instructional materials & licenses (300)	\$13,811.39 *
20-00311	TEXTBOOK WAREHOUSE	Odyssey STEM Academy	ELA & History textbooks (420) (Board adopted: 4/8/19)	\$4,586.74
20-00317	HOUGHTON MIFFLIN HARCOURT	Paramount High School West	READ 180 universal ELA/ELD program (Board adopted: 4/8/19)	\$113,983.48 *
20-00324	STAPLES	Early Childhood Education	Annual: online ordering	\$2,737.50
20-00332	THE BACH COMPANY	Odyssey STEM Academy	Graphing calculators (80) & accessories	\$10,963.68 *
20-00333	CI SOLUTIONS	Paramount High School West	School ID unit system rental & supplies	\$1,536.37
20-00334	KENNY PRODUCTS	Paramount High School West	Lanyards for student ID's (1200)	\$2,076.12

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

Paramount Unified School District

2019/2020

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PO Number	Vendor	Site	Description	Total Amount
010 - General Fund - LCAP				
20-00362	LINDSAY LUMBER COMPANY	Odyssey STEM Academy	Annual: woodshop class supplies	\$5,000.00 *
20-00365	LINDSAY LUMBER COMPANY	Odyssey STEM Academy	Annual: greenhouse supplies	\$10,000.00 *
20-00371	SOFTCHOICE, CORPPRATION	Technology	Annual: Microsoft software licenses (68,269)	\$79,368.63 *
20-00374	KIS COMPUTER CENTER	Business Services	Odyssey: Probooks (155) for new grade level	\$140,871.75 *
20-00376	ACTION SALES	Odyssey STEM Academy	Culinary supplies	\$3,509.82
20-00377	M.RA COUTURE	Paramount High School	Marching band uniforms (100) & flags (300)	\$32,193.00 *
20-00381	B&H PHOTO VIDEO	Paramount High School	Camera & accessories	\$3,145.12
20-00383	EDUPOINT EDUCATIONAL SYSTEMS	Ed Services - K-8	Edupoint web based software agreement to monitor student academic and behavior intervention	\$38,053.00 *
20-00389	CAROLINA BIOLOGICAL SUPPLY CO.	Paramount High School	Science materials	\$8,185.41 *
20-00392	E.D. SCREEN PRINTING	Paramount High School West	Cinch bags to be used for students PE clothes(1300)	\$4,768.73
20-00393	KAPLAN, INC.	Paramount High School	SAT prep workbooks (1,855) & training sessions	\$111,476.91 *
20-00395	TALK TECHNOLOGIES	Paramount High School West	Replace translator system	\$3,989.09
20-00397	TECHNOLOGY INTEGRATORS	Technology	Chromebook classroom annual software renewal licenses (14,000)	\$37,100.00 *
20-00411	VISION COMMUNICATIONS	Paramount High School	Supply two-way digital radios and charging station (5)	\$4,770.92
20-00416	TROXELL COMMUNICATIONS	District Warehouse	Student desks: Alondra (216), Jackson (204)	\$102,236.00 *
20-00422	MIND RESEARCH INSTITUTE	Ed Services - K-8	K-5 online math supplemental math program	\$54,000.00 *
110 - Adult Education Fund				
20-00399	ADMINISTRATIVE SOFTWARE APPLICATIONS INC	Adult Education	Software renewal	\$12,444.00 *
130 - Cafeteria Fund				
20-00263	GALASSO'S BAKERY	Nutrition Services	Annual: food purchases	\$3,500.00
20-00370	ABEL PLUMBING	Nutrition Services	Buena Vista: upgrade water heater to high recovery tankless water system	\$6,440.00 *
20-00404	BERNIER REFRIGERATION GENERATIONS	Nutrition Services	Hollydale: replace freezer door	\$5,400.00 *
20-00405	BERNIER REFRIGERATION GENERATIONS	Nutrition Services	Keppel: replace freezer door	\$5,913.00 *
211 - Building Fund - Measure I				
20-00271	WLC ARCHITECTS, INC.	Zamboni Middle School	Architect fees for new construction projects	\$98,605.23 *

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

Paramount Unified School District

2019/2020

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PO Number	Vendor	Site	Description	Total Amount
211 - Building Fund - Measure I				
20-00318	LINDSAY LUMBER COMPANY	Facilities Department	Annual: building supplies (Measure I projects)	\$15,000.00 *
20-00319	ALLWOOD	Lincoln Elementary School	Supply counter tops (21)	\$23,345.00 *
20-00320	VIRCO INC	Lincoln Elementary School	Storage cabinets (4), teacher desks (9)	\$12,824.50 *
20-00321	ARROW RESTAURANT EQUIPMENT	Odyssey STEM Academy	Classroom stools (30)	\$2,217.38
20-00322	FLOOR TECH	Lincoln Elementary School	Replace carpet (9) classrooms	\$24,463.98 *
20-00387	3D CONCRETE	Facilities Department	Annual: concrete repairs - Measure I projects	\$50,000.00 *
20-00401	REM CUSTOM BUILDERS INC.	Gaines Elementary School	Relocate portable classroom from Los Cerritos	\$3,780.00
20-00402	ARETE DIGITAL IMAGING	Odyssey STEM Academy	Wall graphics	\$3,456.43
20-00407	U. S. BANK	Lincoln Elementary School	Costco: office chairs (12)	\$2,627.87
20-00408	U. S. BANK	Lincoln Elementary School	Costco: bookcases (9)	\$1,970.90
20-00412	ABEL PLUMBING	Mokler Elementary School	Mokler: upgrade boiler to high recovery tankless water heater	\$14,520.00 *
20-00413	REM CUSTOM BUILDERS INC.	Wirtz Elementary School	Replace doors rooms 1, 2 & cafe	\$5,850.00 *
20-00414	REM CUSTOM BUILDERS INC.	Odyssey STEM Academy	Interior carpentry & glass work: carpentry shop (Bid #2-16-17)	\$22,725.00 *
20-00415	REM CUSTOM BUILDERS INC.	Hollydale K-8 School	Admin office: repair cabinetry & wall system (Bid #2-16-17)	\$6,300.00 *

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

Paramount Unified School District

2019/2020

Purchase Orders To Be Ratified and Authorized

August 12, 2019

PURCHASE ORDER SUMMARY BY FUND

135 Purchase orders for a total of **\$1,847,286.03**

010 - General Fund	To Be Authorized	\$580,310.20
	To Be Ratified Over \$1,500	\$110,735.38
	To Be Ratified Under \$1,500	\$12,875.74
	Fund Total	\$703,921.32
010 - General Fund - LCAP	To Be Authorized	\$775,142.35
	To Be Ratified Over \$1,500	\$33,345.62
	To Be Ratified Under \$1,500	\$9,876.39
	Fund Total	\$818,364.36
110 - Adult Education Fund	To Be Authorized	\$12,444.00
	Fund Total	\$12,444.00
130 - Cafeteria Fund	To Be Authorized	\$17,753.00
	To Be Ratified Over \$1,500	\$3,500.00
	Fund Total	\$21,253.00
211 - Building Fund - Measure I	To Be Authorized	\$273,633.71
	To Be Ratified Over \$1,500	\$14,052.58
	To Be Ratified Under \$1,500	\$3,617.06
	Fund Total	\$291,303.35

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Consultant Services

BACKGROUND INFORMATION:

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

The following contracted services are requested:

	Consultant	Services to be Provided/Audience	Site/Requested for	Time Period	Cost/Funding Source
1	Demsey, Filliger & Associates PC 19-2071	Provide an actuarial study of other postemployment benefits and liability in accordance with GASB 75.	Business Services Requested by: Ruben Frutos	July 1, 2019 through June 30, 2020	Onetime fee of \$750.00 from General Funds
2	Bay Actuarial Consultants PC 19-2072	Provide professional services to prepare an actuarial analysis of the District's workers' compensation program and loss projections.	Business Services Requested by: Ruben Frutos	July 1, 2019 through June 30, 2020	Not to exceed \$4,300 from the Workers' Compensation Fund
3	DecisionInsite PC 19-2073	Provide enrollment projections, demographic analysis data and online data interface.	Business Services Requested by: Ruben Frutos	July 1, 2019 through June 30, 2024	Not to exceed \$16,401 per year and \$82,005 over five years. From Capital Facilities Funds
4	School Services of California, Inc. PC19-2075	Provide legislature and fiscal information, current law review and staff development services.	Business Services Requested by: Ruben Frutos	July 1, 2019 through June 30, 2020	Not to exceed \$4,750 for the year. From General Funds.
5	Cooperative Strategies PC 19-2077	Provide redevelopment consultant services, auditing redevelopment pass-through payments for fiscal years 2015-2016 through 2019-2020.	Business Services Requested by: Ruben Frutos	July 1, 2015 through June 30, 2020	Not to exceed \$14,175 for the year. From Capital Facilities Funds

CONSENT ITEM: 4.2-C

6	VMA Communications Inc. PC 19-2082	Provide Informational research and media distribution; produce informational materials relating to standards implementation, LCFF, Facilities and Projects information. Provide internal and external communications and assist in maintaining a social media presence for parents and community.	Business Services Requested by: Ruben Frutos	July 1, 2019 through June 30, 2020	Not to exceed \$102,000 from General Funds
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POLICY/ISSUE:

Board Policy 4126 - Consultants

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Approve the Consultant Services requests authorizing contracts with consultants or independent contractors who provide specialized services and authorize the Superintendent or designee to execute all necessary documents.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Acceptance of Donations

BACKGROUND INFORMATION:

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

The following donations have been presented to the District:

1. The District received a donation with a value of \$147.08 from Weber Metals, Inc. This donation was used to support the existing Seamless Summer Program to help increase meal participation.
2. The District received a donation with a value of \$175.00 from Paramount Pet Entertainment. This donation was used to support the existing Seamless Summer Program to help increase meal participation.
3. The District received a donation with a value of \$750.00 from Vincent Marini - Magician. This donation was used to support the existing Seamless Summer Program to help increase meal participation

For the current 2019-20 fiscal year through July 31, 2019 the District has received an estimated total, which includes the above amounts, of \$1,072.08 in gifts, grants, and bequests.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants, and Bequests

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

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

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

CONSENT ITEM: 4.3-C

Paramount Unified School District

TO: Ruth Perez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent - Business Services
DATE: August 12, 2019
SUBJECT: Warrants for the Month of July 2019

BACKGROUND INFORMATION

The following warrants were issued during the month of July:

FUNDS	REGISTER NO.		AMOUNT
<u>GENERAL FUND (01)</u>			
Certificated Salaries	C1L/206	\$	9,186,711.60
Classified Salaries	C5L/206	\$	2,674,075.84
Commercial Warrants	25391988/25436993	\$	3,117,065.14
TOTAL GENERAL FUND		\$	<u>14,977,852.58</u>
<u>ADULT EDUCATION FUND (11)</u>			
Certificated Salaries	C1L/C3L	\$	140,827.54
Classified Salaries	E4X/H1A	\$	58,584.60
Commercial Warrants	25391988/25436993	\$	377,719.15
TOTAL ADULT EDUCATION FUND		\$	<u>577,131.29</u>
<u>CHILD DEVELOPMENT FUND (12)</u>			
Certificated Salaries	C1L/193	\$	53,780.70
Classified Salaries	E4X/184	\$	29,033.81
Commercial Warrants	25391988/25436993	\$	1,125.49
TOTAL CHILD DEVELOPMENT FUND		\$	<u>83,940.00</u>
<u>CAFETERIA FUND (13)</u>			
Classified Salaries	E4X/206	\$	304,518.45
Commercial Warrants	25391988/25436993	\$	170,516.01
TOTAL CAFETERIA FUND		\$	<u>475,034.46</u>
<u>DEFERRED MAINTENANCE FUND (14)</u>			
Classified	E4X/206	\$	33,410.66
Commercial Warrants	25391988/25436993	\$	221,677.38
TOTAL CHILD DEVELOPMENT FUND		\$	<u>255,088.04</u>

CONSENT ITEM: 4.4-C

BUILDING FUND (21.0)

Commercial Warrants	25391988/25436993	\$	0.00
TOTAL BUILDING (BOND) FUND		\$	<u>0.00</u>

BUILDING MEASURE I FUND (21.1)

Commercial Warrants	25391988/25436993	\$	379,993.64
TOTAL BUILDING (BOND) FUND		\$	<u>379,993.64</u>

CAPITAL FACILITIES FUND (25)

Certificated Salaries	C1L	\$	6,518.16
Classified Salaries	E4X/206	\$	5,623.06
Commercial Warrants	25391988/25436993	\$	6,492.66
TOTAL CAPITAL FACILITIES FUND		\$	<u>18,633.88</u>

COUNTY SCHOOL FACILITIES FUND (35)

Commercial Warrants	25391988/25436993	\$	13,840.00
TOTAL CAPITAL FACILITIES FUND		\$	<u>13,840.00</u>

SELF-INSURANCE FUND - H & W (67.0)

Commercial Warrants	25391988/25436993	\$	457.50
TOTAL SELF-INSURANCE FUND - H & W		\$	<u>457.50</u>

SELF-INSURANCE FUND - Workers' Comp (67.1)

Commercial Warrants	25391988/25436993	\$	0.00
TOTAL SELF-INSURANCE FUND - Workers' Comp		\$	<u>0.00</u>

SELF-INSURANCE FUND - Early Retirees (67.2)

Commercial Warrants	25391988/25436993	\$	5,735.42
TOTAL SELF-INSURANCE FUND - Early Retirees		\$	<u>5,735.42</u>

REVOLVING CASH FUND

Commercial Warrants	10576/10577	\$	0.07
TOTAL REVOLVING CASH FUND		\$	<u>0.07</u>

TOTAL WARRANTS ALL FUNDS

\$ 16,787,706.88

POLICY/ISSUE:

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

FISCAL IMPACT:

As shown above

STAFF RECOMMENDATION:

Approve warrants for all funds through July with a total of \$ 16,787,706.88

PREPARED BY:

Ruben Frutos, Assistant Superintendent - Business Services

Patricia Tu, Director - 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

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: August 12, 2019
SUBJECT: Presentation of the California School Employees Association (CSEA), Chapter 447 Initial Reopener Proposal for 2019-20

BACKGROUND INFORMATION:

Presented herewith is the California School Employees Association (CSEA), Chapter 447 initial reopener proposal for the 2019-20 Collective Bargaining Agreement with the Paramount Unified School District. The document is presented for Board and public review.

POLICY/ISSUE:

Board Policy 4135 – Organizations/Units

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Receive for public review the California School Employees Association, Chapter 447, 2019-20 initial reopener proposal for the Collective Bargaining Agreement.

PREPARED BY:

Beatriz Spelker-Levi, Director of Personnel – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

ACTION ITEM: 2.1-A

May 29th, 2019

Dr. Ruth Perez, Superintendent
Paramount Unified School District
15110 California Avenue
Paramount, CA 90723

Re: Re-Opener Proposal for 2018-19 and 2019-20 Contract Negotiations

Dear Dr. Perez:

California School Employees Association (CSEA) and its Paramount Chapter 447 intend to “sunshine” the following items for 2018-2019 and 2019-2020 re-opener negotiations. Per Article XXII of the Collective Bargaining Agreement, both parties agree to re-negotiate salaries and fringe benefits as well as one additional article per year. CSEA seeks modifications, changes, and improvements in the following articles of the collective bargaining agreement for the 2018-19 school year and 2019-20 school year respectively:

Article IV – Hours of Work

CSEA seeks to clarify and add fair and equitable language.

Article XV- Vacation and Holidays

CSEA seeks an increase in vacation time accrual.

Each initial proposal submitted by CSEA is of significant interest to our bargaining unit members and each of these initial proposals is presented in general rather than specific terms. The re-opener proposal assumes the parties will develop specific contract language upon general agreement of the issue. Our initial proposal for each topic is based on significant need or interest that requires solution. These needs and interests will be shared during the bargaining process.

CSEA is enthusiastic about working with the District to achieve successful negotiations that will benefit CSEA members and improve services to its students and community.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Yvonne Bonilla

Labor Relations Representative

Via Electronic and U.S. Mail

c: Brent McCarty, Chapter 447 President, Beatriz Spelker-Levi, Director of Personnel, Lynn Laughon, Region 3 Regional Representative; Ivan Pastrano, Area G Director, Shawana Grace, Field Director

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent - Human Resources
DATE: August 12, 2019
SUBJECT: Public Hearing on the California School Employees Association (CSEA), Chapter 447, Reopener Proposal for the 2019-20 Collective Bargaining Agreement with Paramount Unified School District

BACKGROUND INFORMATION:

In keeping with the requirements of the Education Employment Relations Act, a public hearing regarding the California School Employees Association (CSEA), Chapter 447, reopener proposal for the 2019-20 collective bargaining agreement with Paramount Unified School District must be conducted so that the Board of Education may receive any possible comment.

The initial reopener proposal was disclosed to the public through notice in the *Long Beach Press Telegram* and notices posted at District schools and departmental sites.

POLICY/ISSUE:

Board Policy 4315 – Organizations/Units

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Conduct a public hearing regarding the California School Employees Association (CSEA), Chapter 447, 2019-20 reopener proposal of the Collective Bargaining Agreement with Paramount Unified School District.

PREPARED BY:

Beatriz Spelker-Levi, Director of Personnel – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

ACTION ITEM: 2.2-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: August 12, 2019
SUBJECT: Resolution 19-08: Institutional Memberships for the 2019-20 School Year

BACKGROUND INFORMATION:

Each year, the Board of Education adopts a master listing of organizations to which divisions, offices, departments, or other subdivisions of the District may belong as institutional members. The Board recognizes that the benefits of membership by divisions and departments to these associations increase communication, participation in organization activities and lower costs for publications, workshops and conferences produced or sponsored by the associations and organizations.

POLICY/ISSUE:

Board Policy 1500 – Relations Between Area, State, Regional and National Associations
Board Policy 1600 – Relations Between Non-Public and Other Educational Organizations
Bylaws of the Board 9340 – Membership in Associations

FISCAL IMPACT:

Organization dues and memberships are paid from various departmental budgets.

STAFF RECOMMENDATION:

Adopt Resolution 19-08 authorizing Paramount Unified School District's institutional memberships for the 2019-20 school year.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 2.3-A

RESOLUTION 19-08
INSTITUTIONAL MEMBERSHIPS FOR 2019-20

BE IT RESOLVED that the Board of Education of the Paramount Unified School District hereby authorizes institutional membership for said District for the 2019-20 fiscal year in the following organizations:

American Arbitration Association
American Association of School Administrators
American Association of School Personnel Administrators
American Counseling Association (ACA)
American Educational Research Association
American Speech-Language and Hearing Association
Association for Career and Technical Institutes
Association for School, College & University Staffing, Inc.
Association for Supervision & Curriculum Development
Association of California School Administrators
Association of Latino Administrators and Superintendents (ALAS)
Association of Learning Disabled
Association of Low Wealth Schools
Association of Mexican-American Educators
California Alliance Concerned with School Age Parents (CAC SAP)
California Association for Supervision and Curriculum Development
California Association for the Gifted
California Association of Administrators of State & Federal Education Programs
California Association of Bilingual Education
California Association of Educational Office Professionals
California Association of Health, Physical Education & Dance
California Association of Latino Superintendents and Administrators
California Association of Leaders for Career Preparation
California Association of Program Specialists
California Association of Public Purchasing Officers
California Association of Pupil Personnel Administrators
California Association of Resource Specialists
California Association of School Business Officials
California Association of School Counselors
California Association of School Social Workers
California Association of Suburban School Districts
California Association of Supervisors of Child Welfare and Attendance

California Consortium for Independent Study
California Continuation School Association
California Council for Adult Education
California Educational Placement Association
California Educational Research Association
California Educational Technology Professionals Association
CAL-FED (Federal legislation regarding housing students at school facilities)
California Large Suburban School Districts (CALSSD)
California League of Schools
California Mathematics Council
California Reading Association
California School-Age Consortium
California School Boards Association
California School Nutrition Association
California Science Teachers Association
California Speech-Language and Hearing Association
California Staff Development Council
Chamber of Commerce-Lakewood
Chamber of Commerce-Paramount
Coalition for Adequate School Housing
Computer Using Educators
Cooperative Organization for the Development of Employee Selection Procedures (CODESP)
Council for Exceptional Children
Credential Counselors and Analysts of California
Government Finance Officers Association
Greater Los Angeles Chapter National Safety Council
International Reading Association
Learning Forward
Los Angeles County Administrators of Special Education
Los Angeles County School Trustees Association
National Alliance of Business
National Association for Bilingual Education
National Association for the Gifted
National Association of Elementary School Principals
National Association of Federal Education Program Administrators
National Association of School Resource Officers
National Association of Secondary School Principals

National Council for the Social Studies
National Council of Teachers of Mathematics
National School Boards Association
National School Public Relations Association
National Science Teachers Association
Performing Arts Council of Los Angeles County, Music Center Educational Division
Phi Delta Kappa
Public Risk Management Association
School Employers Association of California
School Nutrition Association
School Transportation Coalition
Southern California School Nutrition Association
Southern California Superintendents
Urban Superintendents Association of America

I hereby certify that the above is a true copy of a Resolution adopted by the Board of Education of the Paramount Unified School District at its regular meeting held August 12, 2019.

Ruth Pérez, Secretary to the Board of Education

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: August 12, 2019
SUBJECT: Clinical-Practicum Agreement with Cerritos Community College

BACKGROUND INFORMATION:

Periodically, the District enters into agreements with accredited universities and colleges to provide clinical or practicum experience for students enrolled in such institutions. Cerritos Community College District has requested that the District participate in such an agreement for clinical or practicum experience in the areas of Child Development, Nursing, and Speech-Language Pathology Assistants. The agreement, if approved, would commence August 13, 2019 and terminate in five years, unless previously terminated, in writing, by either party.

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

POLICY/ISSUE:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the agreement with Cerritos Community College District for participation in clinical-practicum experience in the areas of Child Development, Nursing, and Speech-Language Pathology Assistants.

PREPARED BY:

Myrna Morales, Assistant Superintendent – Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 2.4-A



Cerritos College

CLINICAL-PRACTICUM AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

PARAMOUNT UNIFIED SCHOOL DISTRICT

Contract No. 18C0312

This Clinical-Practicum Agreement ("Agreement") is made and entered on **August 13, 2019**, between the **Cerritos Community College District** ("District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Paramount Unified School District**, ("Site" or "Facility"), with its principal place of business at 15110 S. California Avenue, Paramount, CA 90723. District and Facility are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Facility and/or its owners are licensed by the State of California.

B. District is an institution of higher learning authorized pursuant to California law to offer health care or educational program(s) and to maintain classes and such program(s) at facilities for the purpose of providing clinical or practicum training for students in such classes.

C. Facility operates services within its premises which are suitable for District's clinical or practicum training programs ("the Program(s)") in the area of **child development, nursing, and speech-language pathology assistant**. District desires to establish the Program(s) at Facility for the students of the District enrolled in the Program(s). Facility desires to support the Program(s) to assist in training students of District.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties authorize the Program(s) at Facility.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:



Cerritos College

1. RESPONSIBILITIES OF DISTRICT

1.1 Academic Responsibility. District shall develop the Program(s) curriculum and shall be responsible for offering an eligible Program, if necessary, for accreditation and approval by any state board or agency. The District will have faculty provide: (a) job responsibilities of the faculty as related to Program's written objectives/student learning outcomes (SLOs) and (b) delineate orientation responsibilities for faculty and students.

1.2 Number of Students. District shall designate and notify Facility of the students who are enrolled and in good standing in the Program(s) to be assigned for training at Facility's premises in such numbers as are mutually agreed upon between Facility and District. District and Facility will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. District shall provide orientation to all students and all students with clinical instruction and basic skills prior to the clinical experience at Facility.

1.4 Discipline. District shall be responsible for counseling, monitoring and disciplining students at Facility.

1.5 Documentation and Grading District shall maintain attendance and academic records of students participating in the Program(s). District shall implement and maintain an evaluation process of the students' progress throughout the Program(s). The final evaluation and assigned grade are the ultimate responsibility of the District's faculty and specifically, the instructor of record.

1.6 Background Check. District or Facility may conduct a background check on each student if required by Facility. At a minimum, the background check may include the following: verification of identity (social security trace); recent criminal background check.

1.7 Health Clearance. District shall require that each Student complies with Facility's requirements for immunizations, tests, which may include, but not be limited to: (a) an annual health examination, (b) Proof of TB Clearance (c) Proof of immunization or immune titers to Rubeola, Rubella, Mumps, and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (e)-(f).

1.8 Facility Policies and Procedures. District shall provide that each student is aware of all applicable Facility policies and procedures and that each student be aware of all Facility policies and procedures, and any additional requirements and restrictions agreed upon by representatives of Facility and District. District shall advise students that they are not permitted to interfere with the activity or judgment of the facility staff in administering care in the context of training.

1.9 Supplies and Equipment. District shall provide and be responsible for the care



Cerritos College

and control of educational supplies, materials, and equipment used for instruction during the Program(s).

1.10 Confidentiality. District shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the implementation regulations thereunder. Students shall not have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of care. District shall require that students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, District shall require that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). District shall instruct students regarding confidentiality of information of clientele at educational facilities which are in compliance with and have legal obligations pursuant to the Family Educational Rights and Privacy Act (FERPA) of 1974, and the implementation regulations thereunder. Students may only access a client's record where necessary in the regular course of care. District shall also require that all students maintain the confidentiality of any client and other information received in the course of the Program(s). Further, District shall instruct students to not discuss, transmit, or narrate in any form any client's information of a personal nature, educational or otherwise, except as a necessary part of the client's educational or treatment plan or the Program(s).

1.11 Accreditation. District shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF FACILITY

2.1 Access. Facility shall permit nonexclusive access to the Program(s) to those students designated by District as eligible for participation in the Program(s) at Facility, provided such access does not unreasonably interfere with the regular activities at the Facility. Facility agrees to provide qualified students with access to clinical areas and patient/client care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy.

2.2 Implementation of Program(s). Facility agrees to cooperate with and assist in the planning and implementation of the Program(s) at Facility's premises for the benefit of students from District.

2.3 Learning Environment. The Facility shall give assurance of the availability and appropriateness of the learning environment in relation to the program's written objections. The Facility shall provide adequate staffing in number and quality to provide safe and continuous (health care) services to clientele where students are obtaining experience; students shall not be included in regular staffing assignments. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience. The Facility



Cerritos College

shall designate a person to serve as coordinator and liaison between the Facility and the instructional staff of the District. The instructional staff shall provide the Facility a description of the responsibilities of faculty.

2.4 Orientation. The Facility shall provide faculty and students an orientation and access to their materials and resources. The Facility will specify the responsibilities and authority of the facility's staff as related to the program and to the education experience of the students. Facility agrees to make available to qualified students of the District access to its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.

2.5 Instruction and Supervision. Facility shall instruct students in their clinical training at Facility's premises with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training. Students will be supervised in order to maintain compliance with applicable state professional licensing agency standards, when applicable.

2.6 Compliance. Facility shall maintain premises so that it conforms to the requirements of the State of California

2.7 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Facility, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Facility patients. Further, District and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Facility policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Facility philosophy and values.

2.8 Space and Storage. The Facility shall provide the following physical facilities for the students of the District where available:

- (1) Reasonable use of parking areas to the Facility.
- (2) Locker, dressing rooms and lactation rooms, with sensitivity to gender identity, as needed.
- (3) Conference/classrooms for regular scheduled meetings, if available.
- (4) Clientele charts, computers, etc.
- (5) Procedure books, policy manuals.
- (6) Standard reference books, internet, and/or intranet, where available.
- (7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
- (8) Use of the Facility library, if available.



Cerritos College

2.9 Removal of Students. Facility shall have the absolute right to determine who will administer care to its patients/clients. In the event that any student, in the sole discretion of the Facility, fails to perform satisfactorily, fails to follow Facility policies, procedures and regulations, or fails to meet Facility standards for health, safety, security, cooperation or ethical behavior, Facility shall have the right to request that District withdraw the student from the Facility. District shall review Facility's request within ten (10) days of receipt of notice from Facility. Notwithstanding the foregoing, if any student represents a threat to patient/client safety or personnel, Facility may immediately exclude student from Facility until final resolution of the matter with District. Representatives of the District and the Facility will confer to review the Facility's need to remove the student. Before any removal occurs Facility shall notify District's representative of its concerns so District may take appropriate action.

2.10 First Aid. Facility shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Facility shall be billed to the student or District at Facility's normal billing rate for private-pay patients. Except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student.

2.11 Statement of Adequate Staffing. Facility acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for regular staff necessary for reasonable staffing coverage.

2.12 Authority. Facility shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. MUTUAL RESPONSIBILITY

3.1 The District, including its faculty, staff, and students and the Facility share responsibility for creating an appropriate learning environment that includes both formal and informal learning activities which adhere to the values and ethical standards of the Program(s) and the Facility. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. Facility shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the District.

3.2 Accommodations. All health facilities are required to provide reasonable accommodations to students with disabilities consistent with the requirements of Section 504 of the Americans with Disabilities Act. A denial of an accommodation at a clinical placement may occur only where a modification of procedures and/or a provision of auxiliary aids would fundamentally alter the nature of an assignment and/or the Program.



Cerritos College

The District is committed to working with Facility when accommodation is necessary. To prepare for and support this process, when needed, the District's Office of Academic Affairs will contact you to make note of your employee, by name or position title, who will be responsible for coordinating at your facility accommodations for student with disabilities.

The Facility shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

4. RELATIONSHIP OF THE PARTIES

4.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **five (5)** year(s) unless terminated sooner as provided herein.

4.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other Party. To the extent reasonably possible, Facility will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Facility, was satisfactorily participating in the Program(s).

4.3 Independent Contractor. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

4.4 Role of Students. It is not the intention of District or Facility that any student occupy the position of third-party beneficiary of any obligations assumed by Facility or District pursuant to this Agreement.

4.5 Publicity. Neither District nor Facility shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other Party or its facilities with respect to the Program(s) without the prior written consent of the other Party.

4.6 Records. It is understood and agreed that all records, other than student



Cerritos College

evaluation records and information, shall remain the property of Facility.

5. GENERAL PROVISIONS

5.1 Insurance. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

- (a) **Workers' Compensation**: Statutory Form.
- (b) **Employers' Liability**: \$1,000,000 per occurrence.
- (c) **Commercial General Liability**: \$3,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
- (d) **Automobile Liability Insurance**: \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

5.2 Indemnification. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.3 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the Parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the Parties. This Agreement may be amended but only by an instrument in writing signed by both Parties to the Agreement. The Parties agree to amend this Agreement to the extent reasonably necessary for Facility or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

5.4 Assignment. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.



Cerritos College

5.5 No Third-Party Rights. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

5.6 Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

5.7 Non-Discrimination. During the performance of the Agreement, Facility shall not deny the Agreements benefits to any person on the basis of race, creed, color, religion, national origin, ancestry, sex, age, nursing condition, marital status, sexual orientation, veteran status, or any other category protected by law. There shall be no discrimination on the basis of physical or mental handicap of disability provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

Facility shall provide that the selection, evaluation, and treatment of employees, and students are free of such discrimination. Further, the Facility and District shall comply with all applicable local, state, and federal laws and regulations and District policy respecting nondiscrimination.

5.8 Force Majeure. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

5.9 Notices. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below:



Cerritos College

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College
District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Olga Andrade
Child Development Department Chair
Tel: (562) 860-2451 ext. 2577

Kelli Brooks
Nursing Department Chair
Tel: (562) 860-2451 ext. 2579

Susan McDonald
Speech-Language Pathology Asst. Department
Chair
Tel: (562) 860-2451 ext. 3517

PARAMOUNT UNIFIED SCHOOL DISTRICT:

Representative: Dr. Myrna Morales-Asst. Supt.
(Name & Title)

Tel:
(562) 602-6006

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

For Notices: Ruben Frutos
Asst. Supt.-Business Services
15110 California Ave.
Paramount, CA 90723

Fax: (562) 602-8128

5.10 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

5.11 Execution in Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original document.

5.12 Non-Waiver. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.



Cerritos College

5.13 Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

5.14 Entire Agreement; Modification of Agreement. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

PARAMOUNT UNIFIED SCHOOL DISTRICT:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Ruben Frutos - Asst. Supt.-Business
Typed or Printed Name, & Title

Typed or Printed Name, & Title

rfrutos@paramount.k12.ca.us
E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____



Cerritos College

Exhibit "A"

TEACHER-LEARNER EXPECTATIONS

The District holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of clinical education, the term "teacher" is used broadly to include peers, full-time and volunteer faculty members, clinical preceptors, and licensed professional staff from whom students learn.

GUIDING PRINCIPLES:

1. Duty. Educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the profession's social contract with its patients/clients.
2. Integrity. Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.
3. Respect. Respect for every individual is fundamental to the ethic of health care and education. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to require that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers will:

1. Treat students fairly and respectfully
2. Maintain high professional standards in all interactions
3. Be prepared and on time
4. Provide relevant and timely information
5. Provide explicit learning and behavioral expectations early in a course
6. Provide timely, focused, accurate and constructive feedback on a regular basis and



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thoughtful and timely evaluations at the end of a course or clinical experience.

7. Display honesty, integrity and compassion
8. Practice insightful questioning, which stimulates learning, critical thinking, and self-discovery.
9. Solicit feedback from students regarding their perception of their educational experiences
10. Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students will:

1. Be courteous of teachers and fellow students
2. Be prepared and on time
3. Be active, enthusiastic, curious learners
4. Demonstrate professional behavior in all settings
5. Recognize that not all learning stems from formal and structured activities
6. Recognize their responsibility to establish learning objectives and to participate as an active learner
7. Demonstrate a commitment to life-long learning, a practice that is essential for professional development.
8. Recognize personal limitations and seek help as needed
9. Display honesty, integrity and compassion
10. Recognize the privileges and responsibilities coming from the opportunity to work with patients or clients in a clinical setting
11. Recognize the duty to place patient/client welfare above their own



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12. Recognize and respect patients'/clients' rights to privacy
13. Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students:

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.



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Accommodations and Anti-Discrimination Certification

Establishment Name _____

Address _____ IRS/EIN _____

Program Affiliate [MA/DA/PTA/Nursing, etc.] _____

1. The institution has a written policy statement prohibiting discrimination, harassment, and retaliation Yes No
2. The institution has a system for determining if its practices are discriminatory against protected groups Yes No
3. Where problems are identified, the institution has a system for taking reasonable corrective action (if so, provide a copy of the policy/procedure, if available). Yes No
4. In the event that reasonable accommodations are requested to perform the essential functions of a placement, the institution has someone identified that can assist the College in conducting the interactive process to determine what, if any, accommodation should be provided. Yes No

If yes to No. four (4) above, please provide the contact information for the person:

Name and Title

Phone Number

Email Address

By signing below, I certify all information is true and correct to the best of my knowledge.

Ruben Frutos

Printed Name Signature Date

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: August 12, 2019
SUBJECT: Salary Realignment for Salary Schedule C and Addition to Salary Schedules B and C

BACKGROUND INFORMATION:

Due to compacted nature of salary schedules between High School Assistant Principals and the Principals at these two schools, a salary analysis of Schedule C which includes Principal at Paramount High School West Campus and at Odyssey STEM Academy was conducted.

An analysis was done to determine salary differentiation between the position of principal and assistant principal at all levels within the District. Currently, the Principal on Salary Schedule C only have a 4.5% differential between the principals' salary and the assistant principals' salary. At the K-8 level the differential between principal and assistant principal salary is 6.5%. In order to at least have the same amount of differential, Salary Schedule C will need to increase across the salary schedule by 1.6%. Principals are fully responsible for the functions of the school and oversee all aspects of the smooth operation of the school and hold many more responsibilities then that of their assistant principal. Yet, the differentiated pay is very close for principals on Salary Schedule C.

Furthermore, an analysis was done of surrounding districts of high school principal salaries. The earning potential on our high school salary schedules was not comparable to those surrounding districts. We have a need to obtain and retain high quality High School Principals, as they are in high demand. In order for the District to be more competitive in retaining and recruiting, the earning potential can be created by adding a seventh step to the salary schedule.

It is recommended that a revised salary schedule be approved for Schedule C: for principals at Paramount High School-West Campus and Odyssey STEM Academy with a 1.6% adjustment and the addition of a seventh step and that Schedule B: High School Principal has a seventh step added.

POLICY/ISSUE:

Board Policy 4300 – Management Positions/Management Team

ACTION ITEM: 2.5-A

FISCAL IMPACT:

Additional salary expense of approximately \$14,000 annually to General Fund

STAFF RECOMMENDATION:

Approve the salary schedule for Principals at Paramount High-West Campus, Odyssey STEM Academy and High School Principal.

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.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent – Human Resources
DATE: August 12, 2019
SUBJECT: Addition to Salary Schedule I: K-8 Principal Principal

BACKGROUND INFORMATION:

In 2009, the District reconfigured schools from 16 K-8 schools to one K-3 school, nine K-5 schools, one 4-8 school, three 6-8 schools and one school remained K-8. Prior to that the 16 school sites served students kindergarten through eighth grade and all of the schools had a middle school program. All K-8 principals were serving the same population.

It is in the District interest to have flexibility of having the elementary and middle school Principals on the same K-8 pay schedule as it allows for shifting of administrators between K-5, 6-8, and K-8 schools. However, it is recognized that the middle school principals have additional duties associated with higher student enrollment, supervision of more staff members, attendance and supervision at athletic events after-school for sports (football, volleyball, soccer, basketball and wrestling). Additionally schools with Middle School programs have six grade orientation and activities, summer programs and activities and may have more night events associated with these added activities.

To properly compensate principals with middle school programs for these extra responsibilities and duties above and beyond those of Elementary School Principals, providing middle school principals an annual stipend can address the added responsibilities and duties.

The recommendation is to add a \$4,000 annual stipend to Salary Schedule I: K-8 Principals that will be provided to principals with a middle school program.

POLICY/ISSUE:

Board Policy 4300 – Management Positions/Management Team

FISCAL IMPACT:

Approximately \$20,000 annually from the General Fund.

STAFF RECOMMENDATION:

Approve the addition of a stipend to Schedule I for principals working in schools with a middle school program.

ACTION ITEM: 2.6-A

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.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Myrna Morales, Assistant Superintendent-Human Resources
DATE: August 12, 2019
SUBJECT: Affiliation Agreement with Claremont Graduate University

BACKGROUND INFORMATION:

Periodically, the District enters into internship program agreements with accredited universities and colleges to provide practice teaching for students enrolled in the intern credential program of such institutions. Claremont Graduate University has requested that the District participate in such an agreement, commencing August 13, 2019 through July 31, 2022.

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

POLICY/ISSUE:

Board Policy 4122.1 – Teacher Internship

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the affiliation agreement with Claremont Graduate University for participation in the internship program.

PREPARED BY:

Myrna Morales, Assistant Superintendent-Human Resources

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

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

ACTION ITEM: 2.7-A

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“**Agreement**”) is made and entered into effective as of August 13, 2019, (“**Effective Date**”) by and between the following parties (“**Parties**”): CLAREMONT GRADUATE UNIVERSITY, a California non-profit corporation (“**University**”), and PARAMOUNT UNIFIED SCHOOL DISTRICT, a public Local Education Agency of the State of California (“**LEA**”).

RECITALS

WHEREAS, under the California Education Code, the governing board of any LEA is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences and service learning opportunities to students enrolled in various curricula of such institution; and

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

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

WHEREAS, it is to the mutual benefit of University and LEA to make a program of educational fieldwork experiences and service learning opportunities (collectively, the "**Program**") available to University's students at the LEA's facilities.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the Parties agree as follows:

I. **TERM**

The **TERM** of this Agreement is from the Effective Date to August 12, 2022, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party as provided herein.

II. **THE PROGRAM**

LEA shall provide "**Program**" experiences in schools, classes, departments and programs of LEA appropriate to the particular University Program definitions set forth in Exhibit "A" and in accordance with the provisions hereunder.

A. LEA's coordinator for the Program shall be Designated Official, Myrna Morales or his/her successor or designee.

- A. University's coordinator for the Program shall be the District Coordinator or his/her successor or designee.
- B. University shall submit a "**Placement Request**" attached hereto as Exhibit "F" for each of its students to be assigned to Program experiences at LEA to LEA's coordinator at least 2 weeks prior to the proposed start date of said experience. Such request shall include without implied limitation, details such as basic student demographic information, type of assignment, duration of assignment, LEA site, and preferred LEA employed supervisor. LEA shall not be obliged to accept requests of assignment of students beyond the ability of LEA, within its established training programs, to provide meaningful Program experiences pursuant to this Agreement.
- C. University shall be responsible for providing a University supervisor or person designated and employed by University to direct, supervise, and evaluate the performance of students of University engaged in Program experiences at LEA facilities. This person will work cooperatively with those LEA individuals responsible for placement and direct supervision of University students.
- D. The number of semester units of credit, if any, to be provided for each student of the University assigned to Program experiences under this Agreement shall be determined by University.
- E. An assignment of a student of University to Program experiences in the LEA shall be deemed effective for purposes of this Agreement as of the date the student presents to the proper authorities of the LEA the approved Placement Request document given to the student by University for such assignment or through other procedures established and communicated by LEA, but not earlier than the date of such assignment as shown on such papers or other document(s).
- F. Notwithstanding anything in this Agreement to the contrary, either party may independently suspend the right of any student of University participating in the Program at LEA under the terms of this Agreement from access to LEA's facilities and the Program at the LEA if, in their respective, sole, absolute, and subjective judgment and discretion, the University student's behavior, including, without implied limitation, the conduct or attitude of the student, threatens the health, safety, or welfare of any students, invitees, or employees of LEA or the confidentiality of any information relating to such individuals, singly or collectively. Parties shall agree to consult with each other in an attempt to resolve the suspension; provided that, both parties acknowledge that University student's continued participation can be terminated by either party in their sole, absolute and subjective judgment and discretion.
- G. The Program Site staff will provide, upon request by any participating University student, such reasonable accommodations at the Program Site as required by law in order to allow qualified disabled students to participate in the Program.

- H. LEA shall contact emergency personnel as necessary in the event of illness of or injury to any University student for incidents occurring at LEA facilities ("Emergency Care"). Except as specifically provided in this paragraph, LEA shall have no obligation to furnish any medical care to any University student. The University student is liable for any and all costs of any Emergency Care and University acknowledges that LEA shall not be responsible for any cost associated with any Emergency Care and any provisions of medical services.
- I. LEA will provide all participating University students with a copy of the Program Site's rules, regulations, policies, and procedures with which the University students are expected to comply and notify University of any change in its personnel, operation, or policies which may affect the Program experience.
- J. Except as otherwise provided herein, University students assigned to the Program at the LEA are considered learners participating in the Program in furtherance of their University studies and are not employees or agents of University or LEA and shall receive no compensation for their participation in the Program, either from University or LEA. The Parties agree that LEA is not responsible for maintaining workers' compensation insurance coverage for such University students.
- K. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties and neither Party shall so hold itself out.
- L. The University represents that all students assigned to LEA for field experiences are validly enrolled in a University credential program approved by the Commission on Teacher Credentialing. The University makes no other representation, express or implied, about, or assumes any responsibility for, the student's fitness or qualification to participate in the field experience except where required by law. Nothing in this Agreement shall be construed as a delegation by LEA to University of any of LEA's duties and responsibilities for operation or supervision of the schools or classes of the District.
- M. The University shall provide verification of University student's Certificate of Clearance from the California Commission on Teacher Credentialing upon request.
- N. LEA shall approve the use of video capture in University Student classrooms for the purposes of University Student reflection and completion of Program requirements (Teaching Performance Assessment). Video capture will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.

- O. LEA shall allow candidates to complete university assignments and projects that are required as a part of the Program. University assignments and projects will adhere to applicable LEA policies and procedures regarding student privacy.

III. UNIVERSITY'S RESPONSIBILITIES

- A. University shall, upon request, be responsible for supplying information about University students assigned to the Program at LEA sites as may be lawfully required by LEA prior to the beginning dates of the students' Program assignments. This information includes, without implied limitation, name, biographical data, verification of tuberculosis clearance and information about the health care coverage or insurance of each University student sent to LEA. Any additional information regarding a student's health status including information about specific communicable diseases shall be sent to LEA only as required by Law and in accordance with HIPPA Regulations.
- B. University and University's students assigned to the Program at the LEA under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of LEA's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with LEA pupils, including, without implied limitation, prior to coming onto LEA school grounds or having any contact with LEA's pupils in locations other than LEA school grounds. University shall conduct criminal background checks of all its students assigned to LEA, and shall certify that none of the University students who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with LEA pupils pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.
- C. University shall provide LEA with a list of all students assigned to the Program at the LEA pursuant to this Agreement and designate to which school or LEA sites they will be assigned. Failure to comply with this requirement may result in, at LEA's sole discretion, termination of this Agreement.
- D. University shall ensure that each University student that is assigned to LEA to engage in unpaid fieldwork experiences signs a Student's Statement of Responsibilities and Agreement to Hold Harmless, in the form set forth in Exhibit "B" attached hereto, prior to participating in the Program at the LEA.
- E. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation insurance, and any other insurance or benefits of any kind for University's employees and any other persons who provide services to LEA under this Agreement.

- F. University shall maintain neutrality in LEA labor disputes and shall be solely responsible to ensure that all Program experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury. University shall comply with the provisions set forth in Exhibit "C" attached hereto.

IV. PROVISIONS FOR TEACHING INTERN EMPLOYMENT

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. An Internship Credential requires the Teaching Intern to be enrolled in the University Program and remain in good standing, and authorizes the Teaching Intern to teach only the subject(s) specified on the Internship Credential. Teaching assignments outside of the credential area(s) authorized on the Internship Credential fall outside the scope of the Program and are not supported by the University; in such cases it is the sole responsibility of the teacher and/or LEA to ensure the teacher possesses the proper permit(s) that grant the teacher the authority to teach subjects not authorized on the Internship Credential.

Teaching Interns are employees of the LEA and subject to all the rights and obligations associated to such employment. For employment purposes, the LEA shall be the sole evaluator of the Teaching Intern including, without implied limitation, evaluation process, instrument and content. The Internship Credential is valid in only one LEA or consortium under the preconditions established by State Law.

- A. LEA shall hire as Teaching Interns only individuals who meet the standards for eligibility for an Intern Credential.
- B. Teaching Interns shall not displace certificated or classified employees of LEA.
- C. LEA shall provide Teaching Interns with a full range of teaching responsibilities appropriate for a beginning teacher. Extra duties and assignments should be kept to a minimum and should not take place outside of regular school hours in order to allow the Teaching Intern sufficient time to complete university coursework and university program requirements.
- D. LEA shall provide a fully qualified site administrator who will be responsible for supervising and evaluating Teaching Interns. LEA's fully qualified site administrator shall be the school site principal or appointed designee.
- E. LEA shall assign a mentor ("Site Support Provider") to Teaching Interns prior to the Teaching Interns assuming daily teaching responsibilities. LEA shall select and evaluate such mentor in accordance with LEA policy and practices and based on clearly defined description of qualifications to include, without implied limitation, a valid corresponding Clear or Life Credential, three years successful teaching experience, and English Learner Authorization (ELA). Mentors ("Site Support Providers") will observe Teaching Interns at the classroom level in collaboration with the University's supervisors.

- F. LEA shall identify an individual who is immediately available to assist Teaching Interns through in-classroom modeling and coaching as needed with: planning lessons that are appropriately designed and differentiated for English Learners (ELs); assessing language needs and progress of ELs; and supporting language accessible instruction. The identified individual may be the same mentor assigned pursuant to section E.
- G. LEA shall not reduce a Teaching Intern's salary by more than 1/8 of his/her total to pay for supervision, and the salary of the Teaching Intern shall not be less than the minimum base salary paid to a regularly certificated person. If a Teaching Intern's salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
- H. University and LEA shall orient LEA mentor to his/her roles and responsibilities and provide professional development opportunities in clinical support and supervision.
- I. University shall provide supervisors for all Teaching Interns. University shall have clearly defined qualifications for University supervisors to include, without implied limitation, current knowledge in the content they teach; understanding of the context of schooling; ability to model best professional practices, in teaching and learning, scholarship, and service; knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- J. LEA/University shall cooperate and collaborate to develop and implement a Professional Development Plan (PDP) for Teaching Interns. LEA input is required before the Teaching Intern begins their teaching assignment.

V. PROVISIONS FOR SUPPORT AND SUPERVISION OF TEACHING INTERNS

- A. LEA and University shall provide a minimum of 144 hours of combined LEA/University mentoring and supervision for Teaching Interns who have earned an English Learner Authorization (ELA). Of the 144 hours, University supervisor will provide a minimum of 90 hours of support per academic year through the combination of site visits and seminars required as part of University's Internship Program. The LEA will provide a minimum of 54 hours of support.
- B. LEA and University shall provide 45 hours of additional mentoring and supervision to Teaching Interns who enter the program without either a valid English Learner Authorization (ELA) listed on a previously issued multiple subject, single subject, or education specialist teaching credential; a valid English Learner, Cross-cultural, Language, and Academic Development (CLAD) authorization; or a valid Bilingual, Cross-cultural, Language, and Academic Development (BCLAD) authorization.

- C. Teaching Interns who assume daily teaching responsibilities after the beginning of a school year shall be provided the following minimum hours of combined University/LEA mentoring and supervision: four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and supervision shall be provided to an Intern Teacher every five instructional days.
- D. LEA shall provide sufficient resources including the identification of protected time for the LEA Mentor to work with the intern during the school day to include clearly defined expectations for type and frequency of mentoring.
- E. LEA shall provide in-service appropriate to any beginning teacher and access to resources to allow each intern to perform successfully in his or her position.
- F. University shall be responsible for monitoring and documenting the implementation of Teaching Intern's Professional Development Plan (PDP) to ensure compliance with Commission on Teacher Credentialing requirements. Teaching Intern's PDP documentation will be archived in Teaching Intern's University file.
- G. LEA agrees to cooperate with University managed documentation and monitoring process to ensure that Teaching Interns receive the required 144 hours of mentoring and supervision as well as the 45 hours of mentoring and supervision to Teaching Interns who have not yet earned the English Learner Authorization.
- H. LEA and University shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between LEA supervisor, LEA mentor and University supervisor.
- I. LEA and University supervisors will meet together regularly with Teaching Intern to ensure Teaching Intern is following the California Teaching Performance Expectations (TPEs) or other such standards as may be applicable to the specific regular standard credential each Teaching Intern is seeking to obtain.

VI. PAYMENT

- A. University may pay LEA for the performance by LEA of certain of its services under this Agreement in an amount not to exceed the actual cost of services rendered.
- B. University may hire personnel from LEA to serve in various capacities, including but not limited to adjunct instructor or master teacher. In these instances, the employer/employee relationship is between University and the individual, not the LEA. All amounts shall be paid directly to the individual.

VII. CONFIDENTIALITY OF EDUCATIONAL RECORDS

- A. University Student Records. LEA understands that the educational records of the University students assigned to LEA are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. § 1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, LEA is considered to be a school official of University. LEA agrees to protect the privacy of educational records concerning any University student assigned to LEA under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of University who have a legitimate educational interest in the records.

- B. LEA Pupil Records. University shall advise its students assigned to the Program at the LEA that such students shall be subject to LEA's policies respecting confidentiality of LEA pupil information. No University employee, University student, representative or agent shall have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students, University employees, representatives or agents of any LEA pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. LEA shall not grant University students assigned to the Program at LEA sites access to individually identifiable pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, University students assigned to the Program at the LEA are trainees and shall be considered members of LEA's "workforce" as that term is defined by HIPAA and HIPAA Regulations.

VIII. NON-DISCRIMINATION

The parties acknowledge that all University students assigned to the Program at the LEA shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status, or any other basis prohibited by law.

IX. INDEMNIFICATION

University and LEA both agree to indemnify, defend, and hold harmless each other and their elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the negligent acts or

omissions or willful misconduct of each other's students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of each other's students, officers, employees, agents and/or representatives.

X. INSURANCE

Each Party shall maintain throughout the Term of this Agreement general liability insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

XI. GENERAL PROVISIONS

- A. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration; provided that, before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.
- B. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
- D. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- E. This Agreement constitutes the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should either Party institute legal action to enforce any obligation contained herein, it is

agreed that the proper venue of such suit or action shall be Los Angeles County, California.

- G. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

UNIVERSITY:	LEA:
Claremont Graduate University	Paramount Unified School District
Attn: Eddie Partida	Attn: <u>Ruben Frutos</u>
Director, Teacher Education Program	Title: <u>Asst. Supt. - Business Services</u>
925 N. Dartmouth Avenue	15110 California Ave
Claremont, CA 91711	Paramount, CA 90723

Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U. S. Mail, first class postage prepaid addressed to the party as shown above. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- H. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
- I. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties.
- J. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
- K. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- L. All exhibits attached and referred to in this Agreement are incorporated herein as though fully set forth in this Agreement. In the event that the provisions of any exhibit conflict with the terms of this Agreement, the terms of this Agreement shall control.
- M. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
- N. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- O. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- P. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against LEA until approved or ratified by motion of the Governing Board of LEA duly passed and adopted.
- Q. Approved Signature. In addition, this agreement is not valid or enforceable obligation against LEA until signed by the LEA official authorized to enter such agreement.
- R. It is the express intention of the Parties that this Agreement shall supersede, as of the effective date, any and all other agreements otherwise in force between the parties pertaining to University's Students participation in educational fieldwork or service learning experiences at LEA facilities, including any clinical internship agreement. This paragraph shall not apply to any agreement for services that may currently be in force between the Parties, under which University is providing consulting services to LEA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLAREMONT GRADUATE UNIVERSITY
A California non-profit corporation

PARAMOUNT UNIFIED SCHOOL DISTRICT
A California public local education agency

Patricia Easton, Ph.D.
Executive Vice President/Provost

LEA Official: Ruben Frutos
Title: Asst. Supt. - Business Services

Date: _____

Date: _____

EXHIBIT "A"

Program Definitions

"Students" means persons enrolled in a program at the University which is approved by the Commission on Teacher Credentialing and which leads to an education credential.

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District.

"Pre-Teaching Field Experience" shall refer to a brief (five to ten week) period in which a beginning Student in the University will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers. As the University credential program is designed as an internship, the Pre-Teaching Field Experience is the most common form of classroom exposure before beginning an internship position. The Pre-Teaching Field Experience is not commensurate with Student Teaching.

"Residents" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District that has been trained as a Master Teacher by CGU. An assignment of a student of the University to a resident student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a full academic school year. Residents may be hired as 30 day substitutes and sub for their Master Teacher or other teacher at the school site for a maximum of 2 days per week and provided it does not interfere with the Residents progress in the program. That said, Residents are able to accept a long term substitute assignment to fill in for their Master Teacher if he/she is going to be out for an extended period of time.

"Student Interns" means persons recommended by the University who have been approved to engage in unpaid educational service experiences (counseling, nursing, administration, librarianship, food and nutrition, paralegal, etc.) under the supervision of an appropriately trained or credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"Teaching Interns" means persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly-credentialed employee of the District and a University supervisor. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"Student Observers" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly-credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly-

EXHIBIT "A"

credentialed employee of the District. Student observers are limited to 20 hours per semester per school site. University does not provide compensation for District employees that supervise Student Observers.

"Education Administration Fieldwork/Interns" means persons recommended by the University who hold a baccalaureate degree from a regionally-accredited institution of higher education (EC 44453) and who have completed three years experience on a prerequisite credential, received a passing score on the CBEST, and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 15 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

"Service Learning Students" means persons recommended by the University who have been approved to engage in service learning activities as specifically set forth in their respective associated learning plans as reviewed and agreed upon in advance by the University student, University, and District. Service learning students may be permitted to engage in activities or work with District students only under the direct supervision and in the presence of a regularly credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"English Learner Authorization" means certificate or equivalent designation that authorizes instruction to English learners. All teacher candidates admitted to a California Multiple or Single Subject Teacher Credential Program on or after July 1, 2002 complete embedded English learner course work authorized under Assembly Bill 1059 (Chap. 711, Stats. 1999). In June 2006, an English Learner authorization was also embedded in the coursework for the Education Specialist Credential. These individuals earn an English learner authorization directly on their teaching credential.

"University Supervisor" means a University employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned to coach, advise, mentor, evaluate and instruct University students that are in any clinical field experience or internship teaching.

"Master Teacher" means an LEA employed Teacher who meets the minimum qualifications set forth in Exhibit "E" attached hereto, and has been selected through a collaborative process between LEA and University to mentor and supervise one or more University students placed in his/her classroom for the University educational fieldwork experiences.

"Site Support Provider" means an LEA employed individual who meets the minimum qualifications set forth in Exhibit "E" attached hereto, and is assigned by LEA to mentor the Teaching Intern in collaboration with the University and LEA supervisor/s. The SSP must be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and

EXHIBIT "A"

for support of language accessible instruction through in-classroom modeling and coaching as needed.

"Professional Development Plan" means the document that is developed and monitored by the University in collaboration with the District/School that identifies individuals responsible for the intern's support and supervision and includes a summary of activities related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching, services to interns who have not yet earned the English Learner Authorization and evaluation of the intern.

"Participating Teachers" means persons enrolled in CGU's Induction Program who hold a valid California Credential and are working or engaging in classroom experiences to clear their preliminary credential.

EXHIBIT "B"

STUDENT'S STATEMENT OF RESPONSIBILITIES
AND
AGREEMENT TO HOLD HARMLESS

In connection with my participation in the educational fieldwork program ("**Program**") of Claremont Graduate University ("**University**"), at the facilities of the Paramount Unified School District ("**LEA**"), pursuant to an Agreement between University and LEA, dated August 13, 2019 ("**Agreement**"), I ACKNOWLEDGE AND AGREE THAT I am solely responsible for the following:

- Providing services to or observing LEA's students only under the direct supervision of LEA's professional staff;
- Conformance to all applicable LEA policies, procedures, rules and regulations, and all requirements and restrictions specified jointly by representatives of University and LEA;
- Arranging for my own transportation to and from the LEA if not provided by University;
- Reporting to LEA on time;
- Arranging for my own health insurance when not provided by the University;
- Procuring and maintaining automobile insurance on my personal vehicle, with coverage limits as required under California law, prior to entering LEA grounds in my personal vehicle or, if entering LEA grounds in a vehicle owned by another, ensuring that the owner of such vehicle has in force an automobile insurance policy with coverage limits required by law;
- Assuming responsibility for personal illness and, prior to entering LEA grounds, providing to University and LEA proof of necessary immunizations, such as measles and rubella immunizations within the past four (4) years; negative tuberculin test; chest x-ray; and annual health examination;
- Paying the full costs of any and all emergency medical care or medical services rendered to me while I am on LEA grounds in connection with the Program;
- Maintaining the confidentiality of LEA pupil information, in which connection I understand and will abide by the following:
 - a. No University student may have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students of any LEA pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the practical experience.

EXHIBIT "B"

b. University students are subject to LEA's policies respecting confidentiality of LEA pupil information. No University student may have access to individually identifiable LEA pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA Regulations regarding the confidentiality of health information, if applicable. In the absence of consent, University students may use only unidentified information in any discussions about the service learning experience with University, its employees, representatives, or agents.

- Complying with LEA's dress code and wearing a name badge identifying myself as a student from the University;
- Attending an orientation to be provided by University personnel; and
- Notifying LEA immediately should I become aware of any violation of state or federal laws by any University student.

I FURTHER AGREE to defend, indemnify and hold harmless LEA and University, their governing board members or trustees, officers, agents, employees, and volunteers from any and all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and/or damage to property sustained or claimed to have been sustained arising out of my activities in the Program whether such activities are authorized under the Agreement or not; and I shall pay for any and all damage to the property of LEA, or loss or theft of such property, done or caused by me. I understand that LEA assumes no responsibility whatsoever for any property placed on LEA premises by me or University. I further agree to waive all rights of subrogation against LEA and/or University. The provisions of this Hold Harmless Agreement do not apply to any damage or losses caused solely by the negligence of LEA and/or University or any of their agents or employees.

Signed: _____

Print Name: Ruben Frutos

Date: _____

EXHIBIT "C"

University's Obligations with Respect to District Labor Disputes

In the event of District labor disputes, University shall ensure the following:

- A. In the event of a labor dispute in the District, University will direct its students involved in the Program at the District to report to the University until the University supervisor and Program coordinator have assessed the situation.
- B. During a labor dispute at a District Program site, University faculty members who supervise students will visit the District's school site on a regular basis to observe and to meet with District personnel, and such University faculty members shall determine on behalf of the University whether the situation remains educationally valid and physically safe for Program activity.
- C. During District labor disputes, if the aforementioned University personnel determine, in their sole and absolute discretion, that the situation is educationally valid and physically safe and that the District teacher or supervisor is present in his/her regular position, the University supervisor will allow the student the option of continuing Program activities at that site or of terminating the assignment.
- D. University shall be solely responsible for evaluating the safety of its students in the event of a District labor dispute and for making the determination as to whether its students may safely continue their Program experiences at District sites.

EXHIBIT "D"

CGU Faculty Advisor Qualifications, Roles and Responsibilities

Basic Function

This position is responsible for helping maintain the quality and stability of CGU's Teacher Education Department by:

- Coaching, advising, mentoring, evaluating and teaching pre-service teacher candidates in their clinical and academic settings.
- Provide support/mentoring and supervision per school year, including in classroom coaching, specific to the needs of English Learners. Collaborating with LEA personnel, including Principals and Site Support Providers to ensure teacher candidates are performing as expected and receiving the necessary support to succeed in the clinical setting.

Required Knowledge, Skills, Abilities & Qualifications

- Current knowledge in the content they teach.
- Understand the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity. Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- Leadership experience in teacher preparation.
- Valid Teaching Credential (preferably California).
- A minimum of 5 years (preferably), in Secondary, Elementary, or Special Education (mild/moderate and/or moderate/severe).
- Administrative, management, and/or supervisory experience.
- Knowledge of and commitment to cultural and linguistic diversity in education.
- Experience with credentialing and accreditation bodies.
- A Master's degree or higher.
- Expertise in some area(s) of teacher education including but not limited to: cultural, class and linguistic diversity, literacy, special education, school-community-family relations, specific subject matters, standards and assessment, language acquisition, bilingual education, and technology.
- Commitment to the values expressed in program's mission including quality education for culturally diverse, economically impoverished, and/or otherwise marginalized/disenfranchised youth in California.

Duties and Responsibilities

EXHIBIT "D"

This position works closely with the General Education, Special Education and District Coordinators as well as other parties in the Department, at CGU, and school sites. Faculty Advisors are expected to:

- Coach, advise, mentor, evaluate and teach candidates in their clinical and academic settings.
- Observe assigned candidates throughout the school year in their clinical settings (a minimum of 9 times in the Fall and 6 times in the Spring).
- Collaborate with other Faculty Advisors to observe candidates in other content areas. Faculty Advisors are responsible for conducting as many "cross visits" as the number of candidates assigned to them including the required documentation.
- In order to address accreditation stipulations, meet with the candidate's principal at the beginning of Fall to discuss the Candidate's professional development plan, focus for LEA professional development, and plan for evaluating the candidate in the clinical setting.
- In order to address accreditation stipulations, have increased and consistent contact with candidate's site support provider to ensure candidate is making adequate progress.
- Provide candidates with constructive feedback and assistance to ensure candidates' professional growth in meeting California's Teacher Performance Expectations (TPEs),
- Maintain detailed records regarding the candidate's proficiency towards the TPEs.
- Maintain detailed records of collaboration activities with LEA personnel, including site support providers, master teachers, and principals.
- Complete and submit required documentation of candidate's growth over the course of the program and complete summative evaluations in an organized, timely, and efficient manner.
- Develop, plan, and implement instruction for Fall and Spring Saturday classes.
- Collaborate with other members of the team to plan courses and define standards and rubrics for candidate expectations.
- Take a leadership role in planning specific Saturday sessions for the entire cohort.
- Design Saturday courses to align with the expectations of the CGU Teacher Education team.
- Develop and submit lesson plans and class handouts for each Saturday session for Teacher Education files.
- Counsel candidates who are struggling and maintain open and consistent communication with program coordinators.
- Write letters of recommendation for Candidates and award nominees.
- Attend monthly professional development and collaboration meetings.
- Attend special Teacher Education functions as needed.
- Interview teacher education applicants a minimum of two days in the fall and 2 days in the spring.
- Maintain currency for subject specific content standards and evidence-based pedagogy.
- Keep abreast of any changes from the CA Department of Education and/or the CA Commission on Teacher Credentialing in order to successfully counsel candidates.
- Attend training/calibration and scoring days for Teacher Performance Assessments
- Other duties as assigned

EXHIBIT "E"

Minimum Qualifications, Roles and Responsibilities for LEA Employed Site Support Providers and Master Teachers

Basic Function

Site Support Providers (SSPs) are school LEA employees or contracted individuals who have been selected by the LEA to support and mentor Teaching Interns. They provide the intern with support and mentorship related to weekly course planning, coaching within the classroom, problem solving regarding students, Curriculum and Teaching.

Minimum Qualifications

- Valid Clear or Life credential corresponding to the intern's credential area.
- 3 years successful teaching experience
- English Learner Authorization

Additional Desirable Qualifications

- 5 years of recent teaching experience in credential area
- Excellent subject matter knowledge in credential area
- Evidence of excellent performance in the classroom
- Ability to model and teach how to motivate and teach diverse populations
- Experience with working collaboratively to plan, and reflect on instruction
- Demonstrated ability to plan creative and engaging lessons that are standards based and student centered.
- Ability to adapt to various challenges to meet student needs
- Ability to model personal and professional integrity
- Demonstrated leadership ability as instructional leader
- Excellent oral and written communication skills
- Commitment to the values expressed in the vision of the program including the excellent education of culturally diverse, economically impoverished, and/or otherwise marginalized/disenfranchised youth in California.

Appropriate Roles and Responsibilities

Site Support Providers (SSPs) play a vital role in ushering interns into the profession. Their experience, support and modeling of teaching and professional practices leave a lasting impression on Candidates' own perceptions and practices. Each SSP brings to the position different aspects of teaching of particular importance to him/herself and we encourage SSPs to share these interests and talents with their assigned intern. SSP activities may include but are not limited to:

- Provide mentorship and support to foster the development of the Intern per the California TPEs.
- Model the kind of instruction and teaching that we want our Intern to embrace.

EXHIBIT "E"

- Embody, actualize, and promote CGU's social justice mission and, as such, be intolerant of bigotry, marginalization, and low expectations.
- Help the intern understand the relationship between academic/theoretical discussions and the clinical/practical school setting.
- Model a variety of research-based instructional strategies and provide the intern with explanations of implementation and rationale.
- Model both short and long term planning and execution of standards-based lessons/units using state-adopted resources. (As such, SSPs need to write lesson plans and maintain a unit/planning book. This planning should be done with the TEP Candidate.)
- Model the use of reflection and analysis of one's teaching and the habit of analyzing student work and assessments to inform instruction.
- Model the implementation of core instructional strategies used to support English Learners:
 - For Elementary and Ed Specialists Candidates in Elementary and Self-Contained Settings:
 - SDAIE strategies and ELD standards/lesson planning
 - Balanced literacy instruction and methodology
 - Balanced math instruction
 - For Secondary Candidates and Education Specialists in Secondary Settings:
 - SDAIE strategies and ELD standards/lesson planning
 - Discipline-specific, standards-based instructional and assessment strategies
- Model strategies to differentiate instruction for students' cultural, linguistic, and developmental needs.
- Model effective strategies for classroom organization and management with particular emphasis on helping at-risk students (including but not limited to English Learners, students with special needs, and/or socially marginalized students).
- Model strategies to maximize student engagement in learning.
- Model the use of multiple methods of assessment.
- Model effective record-keeping and the assigning of grades and model how to effectively communicate grade progress to students and their families.
- Model professional behavior.
- Introduce Candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.
- Assist Candidates with finding and utilizing appropriate resources, materials and/or data necessary to complete course assignments.
- Model effective communication with families in order to build strong home-school relationships.
- Provide honest and constructive feedback to intern per the intern's progress according to the TPE's.
- Meet with intern regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom management/routines.
- Notify CGU Advisor and/or School Administrator with concerns pertaining to the intern's wellbeing.
- Attend CGU-sponsored professional development and other meetings as available.
- Model lessons that Candidates and Faculty Advisor can observe for the purpose of identifying strategies and effective practices.

EXHIBIT "F"

CLAREMONT GRADUATE UNIVERSITY
TEACHER EDUCATION PROGRAM

CLINICAL FIELD EXPERIENCE PLACEMENT REQUEST

1 STUDENT NAME _____
 Street Address _____
 City _____ Zip _____
 Home Telephone () _____ Work Telephone () _____

2 SETTING
 Elementary Grade(s) _____
 Middle School Subject or Core _____
 High School Subject(s) _____

3 CLASSROOM
 English Only
 Structured English Immersion
 Bilingual

4 DISTRICT/LEA _____ Telephone _____

5 SCHOOL NAME _____
 Street Address _____
 City _____ Zip _____
 Principal's Name _____ Telephone _____
 Principal's Email _____
 Student start date _____
 Student end date _____

6 TERMS

DAYS	M	T	W	Th	Fr
HOURS					

Type of Placement:
 Pre-Teaching
 Residency
 Student Teaching
 Other:

7 MASTER TEACHER INFORMATION or DISTRICT EMPLOYED SUPERVISOR
 Name _____ Phone Number: _____
 Email _____ Room#: _____

8 SUBSTITUTE TEACHING
 Yes, Student may be hired as 30 day sub
 No, student may not be hired as 30 day sub

8 Approval
 Placement Approved
 Placement Denied

9 District Representative: _____
 Date: _____

This school meets the ethnic, linguistic and economic diversity requirements of the CGU Teacher Education Program.

_____ or _____
 District Coordinator Co-Director approval required, if above boxed diversity requirements not met.

Paramount Unified Schools District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: August 12, 2019
SUBJECT: Arts Education Collective Advancement Grant Award

BACKGROUND INFORMATION:

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

The Arts Education Collective Advancement Grant Award will provide \$24,200 for performing arts instruction. Paramount Unified School District will supplement funds awarded through the grant to provide a performing arts coaching residency at Los Cerritos School, following the Zamboni Middle School model as implemented through Turnaround Arts. The residency includes professional development, coaching and a family art night.

POLICY/ISSUE:

Board Policy 3280 – Gifts, Grants and Bequests

FISCAL IMPACT:

Income of \$24,200 to restricted funds

STAFF RECOMMENDATION:

Accept the Arts Education Collective Advancement Grant Award to provide K-5 students with Performing Arts instruction from September 2019 through June 2020.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 3.1-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: August 12, 2019
SUBJECT: *FranklinCovey* Consultant Agreement

BACKGROUND INFORMATION:

As part of Title II requirement, the District provides funding for professional development services to private school teachers of children from low-income families who reside in Paramount Unified School District attendance areas. Our Lady of the Rosary is a private school that serves District students. Professional development activities provided are designed to help private school teachers better meet the needs of students who receive Title II services.

FranklinCovey provides professional development to support and improve leadership and teambuilding skills as educators work toward improving instructional practices.

POLICY/ISSUE:

Board Policy 4126 – Consultants and Independent Contractors Provide Specialized Services

FISCAL IMPACT:

Not to exceed \$4,800 from Title II funds

STAFF RECOMMENDATION:

Approve *FranklinCovey* consultant agreement to provide professional development to teachers at Our Lady of the Rosary Catholic School.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

ACTION ITEM: 3.2-A

FRANKLINCOVEY CLIENT SALES, INC.
ON-SITE SERVICES AGREEMENT
 The Leader in Me®

This agreement is entered into as of the Effective Date by and between FRANKLINCOVEY CLIENT SALES, INC., a Utah corporation whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”) and the following organization (“Client”):

Client Organization: Our Lady of the Rosary School
Contact Person: Vanessa Rivas
Address: 14813 Paramount Blvd
 Paramount, California 90723-3406
Telephone: 5626336360
Email: mrsvanrivas@olrwarriors.org

7 Habits Signature Workshop – 1 Day

Training Date: 9/9/2019 – 9/9/2019

PRODUCTS AND SERVICES

Description	Quantity	Unit Price	Amount
Workshop Evaluation Form (25 pk)	1	\$0.00	\$0.00
Workshop Packet v3	1	\$0.00	\$0.00
7 Habits Signature 4.0 Hardcover Participant Guide	12	\$75.00	\$900.00
7 Habits Signature 4.0 Consultant Daily Rate	1	\$2,700.00	\$2,700.00
Estimated shipping & handling			\$112.72

Total: \$3,600.00

Please anticipate expenses estimated \$650 per day, as they are not included.

Also note that taxes on materials and S&H are not included but generally applicable for CA schools

Please Note: In order to secure the date(s) given above and ensure timely delivery of participant materials, a fully-executed copy of this agreement must be returned to your client service coordinator via email or fax within fifteen (15) days of receipt.

Terms and Conditions

Payment Terms: FranklinCovey shall invoice Client for all fees and costs associated with the Services, including shipping and handling, applicable sales and use taxes, and consultant’s reasonable travel expenses. All shipments are FOB shipping point. Client shall pay the invoiced amount within 30 days of the invoice date.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days’ notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen days’ notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

Facilities: Client shall be responsible for providing an appropriate room for the Services and to furnish the room with audio/visual equipment required by FranklinCovey, and all costs associated therewith.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this agreement. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revision of the Services and/or materials, if applicable, shall constitute a breach of this agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by the participants, and are not for resale or public display. Nothing in this agreement implies a grant of license for Client to use the concepts and materials outside the scope of the agreement.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to insure that no recordings of the Services are made.

Substitution of Instructor: If for any reason the scheduled FranklinCovey consultant is unable to perform the Services, FranklinCovey will provide a substitute consultant or, at Client's option, reschedule the Services. In the case of a cancellation or rescheduling by FranklinCovey, Client will not be charged a cancellation/rescheduling fee.

Returning Participant Materials: FranklinCovey will extend a refund for unused pre-packaged participant materials returned within thirty (30) days of purchase or the date of the Services. For clarity, customized products and digital products that are not a component of the pre-packaged materials are not eligible for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.

Services Guarantee: FranklinCovey is committed to providing a quality experience for every participant. Should the Services fail to meet the Client's expectations for any reason, the Client will not be invoiced.

Entire Agreement: This agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this agreement are inconsistent with the terms of this agreement, the terms of the agreement shall prevail.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees, via email or other means, promotional materials, product updates, upcoming events, and other information pertinent to The Leader in Me process. Anyone receiving such information may opt out at any time.

Modification of Agreement: All amendments or modifications to this agreement must be in writing signed by the parties hereto. The person executing this agreement warrants that they have the authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Governing Law: This agreement shall be governed in accordance with the laws of the State of Utah. In the event that any action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.

FranklinCovey Client Sales, Inc.

Paramount Unified School District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Ruben Frutos

Title: _____

Title: Director-Business Services

Effective Date: _____



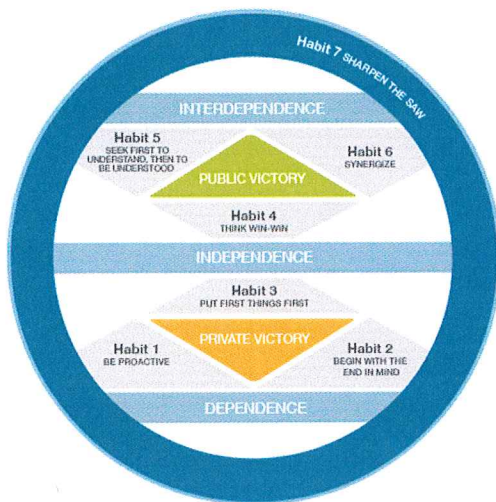
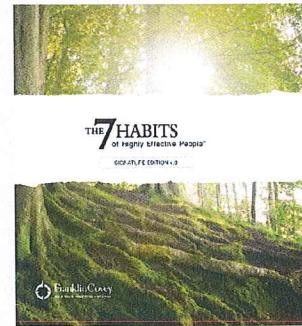
7 Habits of Highly Effective People® Signature 4.0

Inspire faculty both personally and professionally with the leadership principles found in the *7 Habits*®.

Outcomes

At the end of the workshop, participants will be able to:

- Learn and model principles of personal management.
- Learn and model principles of interpersonal effectiveness.
- Identify ways to stay more balanced and energized.
- Develop a plan for leadership growth and improvement.
- Speak a common language of leadership among staff members.



Inspire Staff to Become More Effective and Successful in Life

Renowned as the world's premier personal-leadership development solution, *7 Habits of Highly Effective People: Signature Edition 4.0* aligns timeless principles of effectiveness with the challenges educators face today.

No matter how competent a person is as an educator, he or she will not have sustained and lasting success unless they are able to effectively lead themselves, influence, engage and collaborate with others, and continually improve and renew their capabilities. The *7 Habits* workshop develops leadership principles in individuals, as teams, and throughout a schoolwide culture of leadership.

As a result of learning each of the 7 *Habits*, participants in the workshop will:

HABIT 1: BE PROACTIVE®

Assume responsibility, focus, and act on what can be controlled and influenced.

HABIT 2: BEGIN WITH THE END IN MIND®

Define clear measures of success and create a plan to achieve them for both life and work.

HABIT 3: PUT FIRST THINGS FIRST®

Prioritize and achieve the most important goals instead of constantly reacting to urgencies.

HABIT 4: THINK WIN-WIN®

Collaborate more effectively with others by building high-trust relationships of mutual benefit.

HABIT 5: SEEK FIRST TO UNDERSTAND, THEN TO BE UNDERSTOOD®

Influence others by developing a deep understanding of their needs and perspectives.

HABIT 6: SYNERGIZE®

Develop innovative solutions that leverage diversity and satisfy all key stakeholders.

HABIT 7: SHARPEN THE SAW®

Increase motivation, energy, and work/life balance by making time for renewal activities.

Participant Kit

Participant Guide

Skill Cards

New 7 X 7 Contract

Weekly Big Rocks Cards

Summary Cards

Talking Stick

Practice Cards

Living the 7 Habits™ App



One-Day Agenda | All Staff Invited

Note: Please consider additional time for lunch and breaks.

TIME	TOPIC
8:30 a.m.–9:00 a.m.	7 <i>Habits</i> Foundations
9:00 a.m.–11:30 a.m.	Private Victory: Habit 1: <i>Be Proactive</i> ®, Habit 2: <i>Begin With the End in Mind</i> ®, and Habit 3: <i>Put First Things First</i> ®
12:30 p.m.–3:00 p.m.	Public Victory: Habit 4: <i>Think Win-Win</i> ®, Habit 5: <i>Seek First to Understand, Then to be Understood</i> ®, Habit 6: <i>Synergize</i> ®, and Self Renewal: Habit 7: <i>Sharpen the Saw</i> ®
3:00 p.m.–3:30 p.m.	Action Planning

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: August 12, 2019
SUBJECT: Subscription for *Lexia Reading Core5*

BACKGROUND INFORMATION:

Lexia Reading Core5 is a technology-based foundational reading skills program written to address the State Standards. It personalizes and supports instruction for all learners: at-risk, struggling, on-level, English learners and above-level and progress with monitoring adaptive learning paths.

Mokler school will purchase a one-year subscription, which includes online access to *Lexia Reading Core5* for K-5 students. In addition, lesson plans and instructional connections to State Standards will supplement the current English Language Arts curriculum.

POLICY/ISSUE:

Board Policy 3230 - Categorical Funds

FISCAL IMPACT:

Not to exceed \$11,900 from site based LCAP funds for academic interventions

STAFF RECOMMENDATION:

Approve a one-year subscription of *Lexia Reading Core5* for Mokler School during the 2019-20 school year.

PREPARED BY:

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

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 2: High Quality Teaching and Learning

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

ACTION ITEM: 3.3-A



Linh Roberts, Principal; lroberts@paramount.k12.ca.us; 562-602-8044
Major Lynn Mokler Elementary School; Paramount Unified School District
8571 Flower St,
Paramount, CA 90723

April 2019

Dear Mrs. Roberts,

Thank you for your interest in *Lexia Reading Core5*, the foundational reading skills program specifically written to the Common Core Standards (CCSS) with carefully balanced narrative and informational text required in CAASPP.

Lexia Reading Core5 can be the heart of your literacy solution for TK-5. When implemented with best practices, as developed with many hundreds of long-term customers, you can confidently expect that 87% of your At-Risk students will gain 2 years' grade growth within a year. We can share with you detailed research reports that underpin this success rate. Such gains can only be achieved with a mission-driven, research focused company with over 30 years of experience in overcoming the literacy achievement gap.

Lexia Reading is always striving to improve students' reading abilities. Here are a few recent customer requested updates:

- Significant enhancements for EL and long term EL students including vocabulary flashcards, picture glossary for comprehension activities and student directions delivered in audio in Spanish, Arabic, Portuguese, Haitian-Creole, Vietnamese, and Mandarin.
- Enhanced instructional paths for struggling students providing even more effective intervention and increased personalization, student engagement, and self-monitoring.
- For teachers with classroom Learning Centers, Lexia provides the information and resources to manage students' activities, organize small group instruction and offline skills practice.

On the next page is a quote for implementation at your Major Lynn Mokler School. Please call me with any questions or comments at 202-714-1714 or via email at: debora@greenfieldlearning.com

Sincerely,

Debora

Debora Stacker, M.Ed,
Greenfield Learning Educational Partnerships Consultant



April 2019

Lexia Reading New Proposal for Major Lynn Mokler

Linh Roberts, Principal; lroberts@paramount.k12.ca.us; 562-602-8044

Site Code 7517-5340-6747-5169

Quote valid through June 30, 2019

Lexia Reading Core5 Subscription (includes Implementation Support Package):

- 1-year(* unlimited site subscription & ISP \$11,900
(contract to begin July 1, 2019 and run through to end of June 30, 2020)
- 2-year unlimited site subscription & ISP \$22,000
(contract to begin July 1, 2019 and run through to end of June 30, 2021)

**Multi-year purchases are for upfront purchases only for the full amount.*

TOTAL: \$ _____

Your **SIS:** _____ Do you use **CLEVER?** ___Yes ___No

Tech Contact Name: _____ Title: _____

Email: _____ Phone: _____

The subscription service includes:

- a. Access to *Lexia Reading Core5*, at school and at home, via browser on PC or MAC, Chromebooks, iPad2+, iPad Mini and certain Android tablets. See tech specs: <http://lexialearning.com/files/support/C5SysReq.pdf> & http://www.lexialearning.com/files/support/Core5_FAQ_android.pdf
- b. Access to *Lexia PowerUp Literacy*, at school and at home, via browser on PC or MAC, Chromebooks. See tech specs: http://www.lexialearningresources.com/PowerUp/reference/PowerUp_SysReq.pdf.
- c. Data hosting and reporting functions at www.myLexia.com and the teacher/ administrator myLexia APP for iPhone/iPad free at the APP store. See [Technical Setup](#) for details.
- d. Lexia Reading scripted lesson plans, independent student worksheets and instructional connections.
- e. System updates, 800-line tech support, local support & implementation and On-Demand training videos.
- f. Please note that Lexia fully adheres to the strictest data privacy and FERPA requirements, as identified in AB1584 and SB1177. For details, please see:
Lexia Application License Agreement: <https://www.lexialearning.com/privacy/eula>
Lexia Application Data Privacy Policy: <http://www.lexialearning.com/privacypolicy/index.html>
Lexia Student Records Privacy Statement and Security Plan:
<https://www.lexialearning.com/privacy/student-records-privacy-statement-security-plan>

Please send all purchase orders and payments to:

Greenfield Learning Inc., Attn: Debora Stacker
PO Box 3024, Half Moon Bay, CA 94019

Phone: 800-363-5547 Fax: 650-726-1156 Email orders: orders@greenfieldlearning.com



TERMS & CONDITIONS

Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days unless otherwise specified on the quote. Greenfield Learning will invoice the total price set forth above upon Customer's acceptance and receipt of a signed purchase order. **Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates and all Services must be used within the Subscription Period; **unused Product licenses or Services are not eligible for refund or credit.** Without prejudice to its other rights, Greenfield Learning may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESSING

To submit an order, please fax this quote along with the applicable Purchase Order to: **650-726-1156**, or send by email to **orders@greenfieldlearning.com**.

Note: *Each Purchase Order must include a copy of the Lexia quote.*



Lexia Reading® Core5® System Requirements



Contact: Lexia Customer Support support@lexialearning.com

US: (800)-507-2772 Outside US: 978-405-6231

Core5 can be accessed on a web browser, an iPad or Android tablet, or installed locally on a computer.

Headsets are recommended for all versions.

Web Version (www.lexiacore5.com)

MacOS

- 10.6 or higher
- Safari 6+, Firefox 38+, Chrome 43+

Windows

- Windows 7+
- Internet Explorer 10+, Firefox 38+, Chrome 43+

Google Chrome OS

- Chromebook, Chromebook Touchscreen

For all browsers and platforms:

- Adobe Flash Player 18+ (required)
- 1024x768 screen resolution (recommended)
- 1 GB RAM (recommended), 512 MB (minimum)
- Javascript must be enabled
- Persistent Internet connection (required)
- Bandwidth: A typical student consumes 1MB of bandwidth per 5-min block. A classroom of 25 students consumes 150MB of bandwidth per 30-min session (equivalent of needing 51% of a T1). A 5 MB download occurs upon initial use of Core5

iPad Version

- iPad 2+, iPad Mini (iOS v6 and higher)
- 900 MB storage space (1.8 GB for initial download)
- Persistent Internet connection (minimal bandwidth is used)

Local Install Version

MacOS X

- 10.6 or higher

Windows

- Windows 7+

For all platforms:

- 750 MB hard drive space
- 1024x768 screen resolution (recommended)
- Persistent Internet connection (minimal bandwidth is used)
- 1 GB RAM (recommended), 512 MB (minimum)

Android Version*

- Android 4.4.2 or above
- 900 MB storage space
- Persistent Internet connection (minimal bandwidth is used)

* Android support is limited to these devices: Samsung Galaxy Tab S2, Google Pixel C and Google Nexus 7" (2012 and 2013) and 10". The device must be able to access the Google Play Store; for this reason, Kindles cannot use the Core5 app for Android.

myLexia.com (the Educator website)

- Chrome 50+, Internet Explorer 11, Firefox 45+, Safari 10+

Whitelisting, Firewall, Proxies, Content Filtering -- Allow Access

https://*.mylexia.com

<http://www.lexiacore5.com> (not required to be whitelisted for use of the local install version)

<http://content.lexiacore5.com> (not required to be whitelisted for use of the local install version)

*.godaddy.com

Note: Thin clients, Citrix, Terminal Services/Remote Desktop, virtual machines, and other remote access or PC-sharing systems are not supported.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: August 12, 2019
SUBJECT: Nonpublic School Placement for a Special Education Student for 2019-20

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 middle school student (2018002142) per their IEP, with an eligibility of other health impairment was unsuccessful in a District placement. The IEP team recommends placement at Olive Crest Academy with designated instructional services counseling as the least restrictive environment for the 2019-20 school year. The estimated cost not to exceed \$53,500.

POLICY/ISSUE:

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

FISCAL IMPACT:

Estimated cost not to exceed \$36,500 from special education funds and \$17,000 from mental health funds.

STAFF RECOMMENDATION:

Approve the placement for a special education student in nonpublic schools as determined by the student's Individual Education Plan for the 2019-20 school year.

PREPARED BY:

Elida Garcia, Director – Special Education

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

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

ACTION ITEM: 3.4-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent - Educational Services
DATE: August 12, 2019
SUBJECT: Attorney Fees and Settlement Agreement for a Special Education Student

BACKGROUND INFORMATION:

On March 26, 2019, the District received notice from the parents of a special education student (2009003220) who filed a request for a due process hearing with the Office of Administrative Hearings. Through mediation, the District, parents and attorneys for both sides agreed on a tentative settlement to provide:

- Consent and implementation of the Individualized Education Program held on October 25, 2018.
- A comprehensive psycho educational assessment in the areas of cognition, academic achievement, speech and language/communication, social/emotional development, behavior, gross and fine motor development, health and adaptive behavior.
- One to one behavior aide support and ten hours per month of behavior supervision provided by a Board Certified Behavior Analyst (BCBA) to be provided by a non-public agency (NPA).
- Beginning mid-November 2019, the District will assign a District aide to shadow the NPA and will assign a District BCBA to consult with the NPA BCBA regarding the design and development of student's behavior program.
- Attorney fees incurred as the result of the mediation.

Payment of these fees finalizes the agreement and resolves all claims related to this case.

POLICY/ISSUE:

Board Policy 3330 – Payment of Judgment/Settlement of Claims

FISCAL IMPACT:

\$11,500 from Special Education funds

STAFF RECOMMENDATION:

Approve and authorize payment for attorney fees and settlement agreement for a special education student.

PREPARED BY:

Elida Garcia, Director – Special Education

ACTION ITEM: 3.5-A

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.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent-Educational Services
DATE: August 12, 2019
SUBJECT: West Shield Adolescent Services

BACKGROUND INFORMATION:

In order to facilitate appropriate educational progress, some students require services not available through the District. These students receive services from residential treatment centers recommended by the Individual Education Plan (IEP) team and AB114 Mental Health assessment.

A Paramount Unified School District high school student (2009003281) per their IEP, with an eligibility of emotional disturbance was unsuccessful in a NPS placement. The IEP team recommends placement at Provo Canyon School, a residential treatment center in Provo, Utah. Due to mental health risk factors, an escort service is required to transport the student safely. The District will contract with West Shield Adolescent Services to transport student for safety and guaranteed arrival.

POLICY/ISSUE:

Board Policy 6164.4 – Identification of Individuals with Exceptional Needs
Education Code 56020–56040 – Education of Exceptional Children in Non-Public Schools

FISCAL IMPACT:

Not to exceed \$4,600 from Special Education funds

STAFF RECOMMENDATION:

Ratify the hiring of West Shield Adolescent Services to escort a special education student to Provo Canyon School for residential treatment in Provo, Utah.

PREPARED BY:

Elida Garcia, Director - Special Education

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

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

ACTION ITEM: 3.6-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Deborah Stark, Assistant Superintendent–Educational Services
DATE: August 12, 2019
SUBJECT: Memorandum of Understanding with Cal Poly Pomona College of Engineering for the Femineer Program, 2019-20

BACKGROUND INFORMATION:

Paramount Unified School District seeks to continue its partnership with Cal Poly Pomona’s College of Engineering (CPP CoE) Femineer School Program in 2019-20. The Femineer Program was created and is funded by CPP CoE to inspire, engage and empower girls to pursue STEM (Science, Technology, Engineering, Math) in their education and career. It is guided by the belief that girls will thrive in STEM careers if given the opportunity. Cal Poly Pomona supplies the academic support to sustain this three-year program, which provides students with project-based learning, female engineering student mentors and opportunities to visit Cal Poly Pomona. The Femineer program has been recognized by the White House for increasing educational outcomes and opportunities for female Hispanic students.

The Femineer Program will continue at Alondra, Jackson and Zamboni Middle Schools in 2019-20. Students will design and create projects according to their curricular focus during this 30-hour after-school program. Students’ finished projects will be showcased at the Femineer Summit at Cal Poly Pomona in spring, 2020. The following chart highlights the curricular focus for each year:

	Year One: 2017-18 Creative Robotics	Year Two: 2018-19 Wearable Technology	Year Three: 2019-20 Pi Robotics
Curriculum	<ul style="list-style-type: none">• Safety procedures• How to use tools• How to work in teams to design robots	<ul style="list-style-type: none">• Basic Circuitry and programming• How to use conductive thread, bright neopixels, and wearable microcontrollers	<ul style="list-style-type: none">• How to program in languages such as Scratch and Python• Raspberry Pi – computer program

POLICY/ISSUE:

Board Policy 6141 – Curriculum Development

FISCAL IMPACT:

\$15,000 from LCAP funds

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with Cal Poly Pomona College of Engineering for Alondra, Jackson and Zamboni Middle School’s participation in

ACTION ITEM: 3.7-A

the Femineer School Program and the purchase of materials for the 2019-20 school year.

PREPARED BY:

Greg Francois, Director - Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Career Technical Education Incentive Grant Award

BACKGROUND INFORMATION:

Paramount Unified School District has received its disbursement of the Career Technical Education (CTE) Incentive Grant from the California Department of Education in the amount of \$390,296.67. Established as a state education, economic and workforce development initiative, the grant's goal is to provide students with the knowledge and skills necessary to transition to employment and postsecondary education. This grant provides incentive funds to encourage the development of new CTE programs as well as to enhance the quality of current CTE programs in grades 7-12 for teachers in possession of a Designated Subjects CTE credential. The CTE Incentive Grant allotment will support the following:

- Teachers, administrators and classified salaries
- Supplies and equipment
- Professional development

POLICY/ISSUE:

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

FISCAL IMPACT:

Restricted income of \$390,296.67.

STAFF RECOMMENDATION:

Accept funds for the CTE Incentive Grant Award to develop students' skills enrolled in Career Technical Education Programs.

PREPARED BY:

Greg Francois, Director of Secondary Education and Instructional Technology

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.
- Goal 4: All students will receive personalized guidance on which post-secondary options will best meet their academic and career goals.

ACTION ITEM: 3.8-A

Focus Area 2: High Quality Teaching and Learning

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

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Memorandum of Understanding with the South Coast Air Quality Management District

BACKGROUND INFORMATION:

The South Coast Air Quality Management District (AQMD) seeks to partner with schools and school districts in each county within their jurisdiction (all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino counties) to provide technical expertise on air quality issues and hands-on curriculum. This Memorandum of Understanding (MOU) is entered into by the South Coast Air AQMD and Paramount Unified School District for the purpose of piloting the Kids Making Sense® curriculum into the AP Environmental Science course at Paramount High School (PHS) in 2019-20. The Kids Making Sense® curriculum is a hands-on learning experience that will reinforce essential concepts in alignment with the Next Generation Science Standards.

South Coast AQMD will provide both the technical air quality expertise and curriculum through their high school air quality educational program. The curriculum will educate students on air pollution, air-monitoring technology, data analysis, how pollution affects public health, discussion on solutions and on South Coast AQMD's responsibilities as the air pollution control agency for the South Coast Air Basin.

Each participating school will receive a loaner Kids Making Sense® Kit, including AirBeam2 portable air quality monitors, paired smartphones, a teacher's guide, a student workbook and all of the supplies and materials needed to successfully teach the curriculum. The curriculum is divided into eight units and takes approximately ten class periods to complete. South Coast AQMD will also provide a trained instructor that will assist the classroom teacher in the delivery of the curriculum.

POLICY/ISSUE:

Board Policy 6141 – Curriculum Development

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with the South Coast Air Quality Management District for the 2019-20 school year.

ACTION ITEM: 3.9-A

PREPARED BY:

Greg Francois, Director - Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

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

Focus Area 2: High Quality Teaching and Learning

- Goal 1: All students will be held to high expectations for achievement and will meet or exceed the standards.
- Goal 3: Instruction will be standards-based, relevant, personalized and rigorous.
- 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.
- Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and businesses and industries.
- Goal 4: Establish and maintain meaningful, regular and open two-way communication with all stakeholders.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
AND PARAMOUNT UNIFIED SCHOOL DISTRICT**

BACKGROUND:

The South Coast Air Quality Management District (South Coast AQMD) is the air pollution control agency for all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino Counties. South Coast AQMD engages in a number of community-based approaches to educate residents on air quality issues in the South Coast Air Basin. In 2019, South Coast AQMD established the High School Air Quality Educational program.

PROGRAM GOAL:

The South Coast AQMD seeks to partner with school district officials and administrators by providing high schools with technical expertise on air quality issues and a hands-on curriculum developed by Sonoma Technology Inc., called Kids Making Sense®. South Coast AQMD will provide both the technical air quality expertise and curriculum through our High School Air Quality Educational program to inform and educate students on topics related to air pollution including technology, data analysis and analytical thinking. The program will achieve its goals by partnering with schools and school districts in each county within South Coast AQMD's jurisdiction (Los Angeles, Orange, Riverside and San Bernardino) to implement the Kids Making Sense® curriculum in selected classrooms within participating schools. The curriculum will educate students on air pollution, air monitoring technology, data analysis, how pollution affects public health, discussion on solutions and on South Coast AQMD's responsibilities as the air pollution control agency for the South Coast Air Basin.

This Memorandum of Understanding (MOU) between the South Coast AQMD and Paramount Unified School District outlines the common goals for this partnership, which is to provide an educational opportunity for students of Paramount High School. This MOU is intended to provide for the coordination of South Coast AQMD to implement the Kids Making Sense® curriculum at Paramount High School. South Coast AQMD and Partner agrees to the following details:

The Partner will support South Coast AQMD's efforts by completing the following:

- Assist in the coordination of high school student participation from the AP Environmental Science course;
- Assist in the coordination of instructor training of the Kids Making Sense® curriculum and program;
- Upon conclusion of the program, complete a written evaluation of the program;
- Upon conclusion of the program, facilitate the return of the Kids Making Sense® Kit to South Coast AQMD; and
- Participate in phone meetings with South Coast AQMD and/or the South Coast AQMD contractor (to be scheduled as necessary).

As consideration for these efforts, South Coast AQMD agrees to:

- Coordinate all speakers and program content;
- Train school instructors on Kids Making Sense®;
- Lend the Kids Making Sense® Kit and curriculum; and

- Provide and/or cover the cost(s) of all supplies and materials needed to successfully implement the program
- Provide proof of negative TB and Live Scan clearance.

As agreement to these terms, Partner will complete this form and email it to Monika Kim at mkim@aqmd.gov. Should you have any questions, please contact Monika Kim, Senior Public Information Specialist, at 909-396-2342.

Name: _____

Title: _____

School: _____

Address: _____

Telephone: _____ Email: _____

Signature: _____ Date: _____

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Extended Day High School Program for 2019-20

BACKGROUND INFORMATION:

The Local Control and Accountability Plan (LCAP) outlines Paramount Unified School District's effort to improve academic skills of target students. The Extended Day High School program takes place before and after school, four days per week and is structured to help students make-up classes needed for graduation. Student graduation needs dictate courses that are offered within the Extended Day program. Selected courses required for graduation will be offered in both fall and spring semesters. LCAP funds are used to employ teachers and support staff.

POLICY/ISSUE:

Education Code 51225.3 - Requirements for Graduation

Board Policy 6146.4 - Instruction, High School Graduation Requirements

Board Policy 6154.1 - Credit and Course Make-up

Board Policy 6173 - Summer/Vacation School

FISCAL IMPACT:

Approximately \$20,000 from LCAP funds

STAFF RECOMMENDATION:

Approve an Extended Day High School program for the 2019-20 school year including hourly employment of certificated and classified staff.

PREPARED BY:

Greg Francois, Director – Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

- Goal 1: All students will graduate on time.

Focus Area 2: High Quality Teaching and Learning

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

ACTION ITEM: 3.10-A

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Memorandum of Understanding with UCLA’s Community Programs Office, Pacific Islander Education and Retention Program

BACKGROUND INFORMATION:

Paramount High School (PHS) seeks to continue its partnership with UCLA’s Community Programs Office, Pacific Islander Education and Retention (PIER) Program as a means of joining efforts to support the needs of Pacific Islander students. PIER is a student-initiated, student-run outreach project that exists to increase access to higher education for Pacific Islander youth in Los Angeles. Through tutoring, mentorship, peer advising, parent involvement, cultural relevancy and higher education awareness, PIER partners with Pacific Islander students, community members, organizations and allies to combat educational inequity and create self-determined leaders.

This Memorandum of Understanding (MOU) is entered into by UCLA’s Community Programs Office, Pacific Islander Education and Retention Program and Paramount Unified School District for the purpose of providing support to youth and parent services in the Pacific Islander community.

PIER participants will receive the following services free of charge on Monday’s from 3:00-5:00 pm at the PHS campus:

- Academic tutoring and skill building
- Higher education awareness
- College mentoring
- Cultural awareness workshops
- Field trips for educational, cultural and social relevancy

Paramount Unified School District will provide the following:

- Classroom(s) for the program to provide services
- Publicity of the program
- A list of site contacts to facilitate and assist the program with any academic matters concerning the students in order to have constant communication between the site and PIER Program

POLICY/ISSUE:

Board Policy 6141 – Curriculum Development

ACTION ITEM: 3.11-A

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding with UCLA's Community Programs Office, Pacific Islander Education and Retention Project for the 2019-20 school year.

PREPARED BY:

Greg Francois, Director - Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

- Goal 2: Expand community outreach efforts and increase opportunities for involvement.
- Goal 3: Establish, expand, and maintain partnerships with community based organizations, colleges and universities, and businesses and industries.
- Goal 4: Establish and maintain meaningful, regular and open two-way communication with all stakeholders.

Paramount Unified School District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between UCLA's Community Programs Office (CPO), Pacific Islander Education and Retention (PIER) Program and the Paramount Unified School District. UCLA's CPO PIER Program will provide the following services at Paramount High School (PHS) free of charge to a select group of PHS students for a total of 52 hours:

- Academic tutoring and skill building
- Higher education awareness
- College mentoring
- Cultural awareness workshops
- Field trips for educational, cultural and social relevancy

Paramount Unified School District will provide the following:

- Classroom(s) for the program to provide services
- Publicity of the program
- A list of site contacts to facilitate and assist the program with any academic matters concerning the students in order to have constant communication between the site and PIER Program

This Memorandum of Understanding shall be effective September 30, 2019 through May 31, 2020. Should this Memorandum of Understanding require modifications during this period, they shall be added with mutual agreement by both parties. Either party may cancel this agreement at any time.

University of California Los Angeles

Paramount Unified School District

By: _____

By: _____

Name: Michael Deluca
UCLA Assistant Vice

Print _____

Name: Ruben Frutos
Assistant Superintendent

Title: Chancellor for Campus Life

Title: Business Services

Date: _____

Date: _____

AFFILIATION AGREEMENT

Between

Paramount High School Senior Campus

(“**School**”) And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of UCLA Campus Life/Community Programs Office and its Pacific Islander Education and Retention at its Los Angeles campus (“**UCLA**”)

SCHEDULE

This schedule (the “**Schedule**”) is agreed to by UCLA and School regarding the educational program described below. Incorporated by reference as though set forth in full are the Standard Terms and Conditions dated 7/26/19 and the Attachments. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the affiliation agreement pursuant to UCLA Policy 970 between the Institutions (the “**Agreement**”). All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule.

The Institutions agree as follows:

i. **THE PROGRAM**

The Institutions contemplate an affiliation program as described below (the “**Program**”):

School provides certain educational opportunities to its Students, and UCLA wishes to support School and broaden those educational opportunities by hosting such Students as part of a Program with an objective of assisting high school students in their preparation for admissions into an institution of higher education.

A. **UCLA Responsibilities**

1. UCLA shall provide a meaningful experience for Students in accordance with the educational objectives and expectations mutually agreed upon by the Institutions.
2. UCLA will be responsible for the coordination and administration of the Program, including the selection of Students, in its absolute discretion, from the potential participants identified by School.
3. Unless otherwise agreed by the Institutions, in writing, the Program shall take place at the Facilities and/or Locations listed below.
4. UCLA may oversee Student activities while using the Facilities and Locations. UCLA may provide reasonable direction to Students regarding the Program and use of its Facilities and/or Locations.
5. UCLA will provide Project Staff to instruct Students regarding
 - a. Tutoring: Academic Services in the following: Math, Sciences, English, Literature, Foreign Language, Credit Recovery, and A-G Requirements,
 - b. Mentoring: Counseling, Peer Advising (Personal, Cultural, Academic, and/or Holistic).

6. Except as mutually agreed upon, in writing, UCLA shall not be responsible for providing any services to School beyond the standard program terms included in this Agreement.
7. If applicable, UCLA will provide a certificate of completion to Students who complete the Program (however, only School may award grades, as provided below).
8. UCLA will not evaluate Student performance.

B. School Responsibilities

1. The School shall identify a pool of prospective Program participants to participate in this Program.
2. The School will publicize the Program.
3. If applicable (e.g. field trips), the School will provide pre-departure information for Students, to familiarize them with the Program and UCLA requirements.
4. The School shall be responsible for awarding grades and for establishing Student requirements for matriculation, promotion and graduation.
5. The School will maintain all academic records and issue Student transcripts in accordance with its policies.
6. If requested by UCLA, School will require Students to complete and return evaluation forms to UCLA's designee.

C. Student Participation

1. All Students must be enrolled at School and shall maintain academic standing throughout the Program.
2. Students and UCLA Program Staff will be provided access to the Facilities and/or Locations to participate in the Program.
3. Students shall not be candidates for admission at UCLA by participating in the program.

D. Timing and Hours

1. The Institutions shall endeavor to mutually agree upon the course of study (site) at School (the facility) no later than 8/31/19.
2. The Program will be comprised of approximately 52 total hours (26 weeks) of content. Approximately 2 hours will be coordinated by UCLA on every Monday from 3:00pm to 5:00pm.

- E. Facilities and Locations:** If applicable, UCLA will allow Students from School to use the following:

Facilities: No UC facilities will be utilized

The School will allow Students and UCLA Program Staff to use the following:

Locations: Room 113 every Monday from 3:00pm to 5:00pm.

If applicable, availability of, and permitted uses for, additional Facilities and/or shall require the express permission of UCLA. Use of UCLA housing Facilities will require a separate agreement signed by the appropriate department at UCLA.

F. Additional Program Terms

1. UCLA will also provide:

a. Fieldtrips for educational, cultural, and social relevancy as indicated below.

i. Senior Saturday to assist seniors in applying for college (i.e FAFSA and personal statements).

November 2, 2019

Carson Senior High School

22328 S Main St. Carson, CA 90745

9:00am-4:00pm

Transportation and food provided by UCLA

i. UCLA PIER Shadow Day to show what college life is like through a Pacific Islander perspective, participate in a class with PISA and PIER, tour dorms, campus, and eat lunch in dining halls.

February 26, 2020

UCLA classrooms, UCLA SAC Basements

9:00am-4:00pm

Transportation and food provided by UCLA

ii. PIER's End of Year Retreat to close out the year, host educational and cultural workshops that promote higher education and bring awareness into the community, and as a reward and thank you to students for allowing UCLA to mentor them and assist them in their goals and dreams.

Fourth Weekend in May 2020

One Full Day Retreat or 2 Night Retreat

Location TBD

Transportation and food provided by UCLA

b. Community College Component: Two (2) a quarter. Dates and Location TBD.

2. School will be responsible for all accommodation-related expenses. School will inform Students that they are responsible for any and all personal expenses including, but not limited to, the following:

a. Transportation and expenses to and from UCLA, unless otherwise agreed

b. All personal costs [meals, clothing, entertainment (not included in the Program), incidentals, etc.]

ii. TERM; IMPORTANT DATES

A. Effective Date: September 30, 2019

B. End Date: May 31, 2020

C. Other Important Dates:

1. Program Start Date: Students' participation in the Program will begin on or around September 30, 2019.

2. If applicable, upon completion of the Program, Students are expected to return to their School.

iii. FEES AND PAYMENT TERMS (*Not Applicable*)

A. Fee Schedule

1. The School will be obligated to pay UCLA the following fees to participate in the Program.
2. The Institutions shall agree upon fees to be paid, and payment due dates for the Program, in writing, and when possible, before the Program is announced to any Students.

B. Compensation and Billing

1. Unless otherwise specified herein, School shall pay UCLA in accordance with the fee schedule set forth in this Agreement. If the Institutions have agreed upon additional fees, in writing, and such additional fees are not reflected in the fee schedule, payments for the additional fees shall be due thirty (30) days from the date of invoice.
2. The School shall pay UCLA a one percent (1%) service charge per month for any payments that are not made within thirty (30) days of the due date, as provided above.
3. Payments shall be made in US dollars, in the form of check and sent to the address and attention noted on the invoice. Payments to UCLA shall be made payable to the UC Regents, unless otherwise specified by UCLA, in writing.

iv. PRIMARY CONTACTS

The School shall appoint a Primary Contact who will provide coordination, oversight and direction for the Students. The Primary Contact from School shall have the appropriate training and experience to discharge this responsibility. UCLA shall also assign a

Primary Contact with the appropriate training and experience to interact with Students and School's Primary Contact, providing guidance, as needed.

The Primary Contacts are:

1. For UCLA: Angela Hernandez, CPO Business Officer, who can be reached at (310) 206-9373 and adecenzo@cpo.ucla.edu.
2. For School: Christiana Kraus, Principal who can be reached at (562) 602-6067 and/or CKraus@paramount.k12.ca.us

v. NOTICES

Notices shall be in writing and may be delivered personally to a designated representative of the Institution or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to School:
Paramount High School Senior Campus
14429 Downey
Avenue, Paramount,
CA 90723
Attn: Christiana Kraus

If to UCLA:
Community Programs Office
220 Westwood Plaza
Student Activities Center Room
B02C Los Angeles, CA 90095
Attn: Angela Hernandez, CPO Business Officer

With a copy to:
UCLA Office of Legal Affairs
3148 Murphy Hall, Box 951405
Los Angeles, CA 90095-1405

The Institutions, by their duly authorized representatives, have executed and delivered the Agreement as of Effective Date.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca

Title: AVC, Campus Life

Date: _____

PARAMOUNT UNIFIED SCHOOL DISTRICT

By: _____

Name: Ruben Frutos

Title: Assistant Superintendent – Business Services

Date: _____

PARAMOUNT HIGH SCHOOL

By: _____

Name: Christiana Kraus

Title: Principal

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of the Campus Life/Community Programs Office at its LOS ANGELES CAMPUS (“UCLA”) and Paramount High School Senior Campus (“School”)

DATED: July 26, 2019

STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the “Standard Terms and Conditions”) are hereby incorporated by reference into one (1) or more Schedules between UCLA and School as though set forth in full. An Agreement shall consist of (i) the Standard Terms and Conditions, (ii) any Attachments and (iii) a Schedule. All capitalized terms are defined in the Standard Terms and Conditions or in the applicable Schedule. UCLA and School agree as follows:

1. DEFINED TERMS

- 1.1.** “*Agreement*” means (i) the Standard Terms and Conditions, (ii) any Attachment(s) and (iii) a Schedule.
- 1.2.** “*Attachment(s)*” means any document(s) containing supplemental information or provisions relating to the Agreement, which are attached to the Standard Terms and Conditions and incorporated into the Agreement by reference.
- 1.3.** “*Effective Date*” means the date, specified in a Schedule, on which the Term of the Agreement commences.
- 1.4.** “*End Date*” means the date, specified in a Schedule, on which the Term of the Agreement ends.
- 1.5.** “*Facility(ies)*” means those facilities, venues, premises and other locations, which are owned, leased, controlled, operated and/or staffed by UCLA.
- 1.6.** “*Faculty*” means faculty members of either Institution, as determined by context.
- 1.7.** “*Institution(s)*” means UCLA and/or School, as indicated by the context.
- 1.8.** “*Law(s)*” means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations pertaining to an Agreement and/or to either Institution’s activities under the Agreement, including without limitation, those applicable to safety, data privacy and the privacy and protection of personally identifiable information, the protection of employees, export control and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any foreign equivalent).
- 1.9.** “*Location(s)*” means the locations, other than Facilities, where the Program will take place.
- 1.10.** “*Personal Data*” means a Student’s personally identifiable information.
- 1.11.** “*Primary Contact(s)*” means the Faculty or Staff appointed by either Institution to support the Program and provide guidance to Students, as provided herein.
- 1.12.** “*Program*” means the educational program described in the Schedule.
- 1.13.** “*Program Start Date*” means the date specified in a Schedule when Students shall begin using the Facilities and/or Locations.
- 1.14.** “*Schedule*” means the document signed by the Institutions containing the details concerning the Program that make reference to the Standard Terms and Conditions.
- 1.15.** “*Staff*” means the non-Faculty employee of either Institution, as determined by context.

standing who participate in the Program.

1.17. “*Term*” means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.

2. **HEALTH INSURANCE AND IMMUNIZATIONS** *(only applicable for trips to UCLA or any UC-campus)*

2.1. Health Insurance: Students may be required to provide proof of full health coverage that meets the insurance requirements of UCLA as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at UCLA will be provided to School before applications are approved.

2.1.1. School shall require its Students to maintain comprehensive health insurance coverage for the duration of his/her time at UCLA.

2.1.2. UCLA may require visiting Students to purchase a health insurance policy through UCLA and show proof of insurance while the Student is visiting UCLA.

2.2. Immunizations: School shall confirm and verify that each of its Students has received all immunizations required by UCLA, prior to visiting UCLA. Upon reasonable request by UCLA, and in accordance with applicable Law, School shall provide written documentation reflecting its compliance with this Section.

IF THE PROGRAM IS NOT ON UCLA PROPERTY:

UCLA is not requiring health insurance coverage or immunization records, because the Program is not being held at a UCLA Facility

3. **VISAS AND OTHER REQUIREMENTS** *(only applicable for trips to UCLA or any UC-campus)*

3.1. Student Visas: If the Students are visiting UCLA from another country, UCLA will provide School with a list of the documentation required to obtain a visa.

3.2. Language Proficiency: UCLA will inform School of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or other evidence of English language competence required for international students), as determined by UCLA in its sole discretion.

3.3. Other Documentation: Other documentation may be required by UCLA, in its absolute discretion. School agrees to require its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

IF THE PROGRAM IS NOT ON UCLA PROPERTY, BUT IS TAKING PLACE IN THE US:

UCLA is not requiring visa documentation or proof of language proficiency, because the Program is taking place in the United States, but is not being held at a UCLA Facility. Other documentation may be required by UCLA, in its absolute discretion. School agrees to require its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

4. **TERM AND TERMINATION**

4.1. Term: The Term of the Program shall have the Effective Date and End Date specified in the Schedule.

4.2. Termination without Cause: Either Institution may terminate this Agreement without cause, by giving the other Institution written notice no less than six (6) months prior to the Program Start Date. Otherwise, this Agreement may be terminated for convenience, if mutually agreed upon by the Institutions, in writing.

4.3. Termination for Material Breach: This Agreement may be terminated by either Institution with cause upon the breach of a material term of this Agreement by the other Institution, by giving the other Institution thirty (30) days' prior written notice of such breach, subject to the defaulting Institution's right to cure the breach. In the event that the defaulting Institution fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting Institution may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period.

4.4. Immediate Termination: Either Institution may terminate this Agreement immediately upon notice to the other Institution upon any of the following events: (1) the other Institution's loss of licensure, certification and/or funding supporting the Program; (2) the other Institution's loss of insurance coverage as required hereunder, (3) adverse changes in legal and/or political landscape that materially and negatively impact the Program and/or jeopardize the health and/or safety of Faculty, Staff or Students, (4) an unauthorized transfer or assignment of the Agreement by the other Institution or (5) the other Institution's insolvency or bankruptcy filing (or similar action).

4.5. Student Termination: UCLA may terminate any Student's participation if such Student has (or has expressed an intention to) violate any applicable Law, UCLA's policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Institutions shall discuss in good faith the potential dismissal of the Student prior to such dismissal, however, UCLA's decision to terminate a Student shall be subject to such Institution's sole discretion.

4.6. Students' Interests: If the Program is terminated, the Institutions agree to act in a manner that takes into consideration the interests of Students.

5. REPRESENTATIONS, INSURANCE AND INDEMNITY

5.1. Representations: Each Institution covenants to conduct all of its activities relating to the Agreement, in accordance with any and all Laws and applicable policies.

5.2. Student Compliance: The School shall direct its Students to comply with all Laws and UCLA's policies and rules. School acknowledges, and shall inform each Student, that if applicable such Students will be subject to the same policies as regular, full-time students at UCLA (*e.g.*, UCLA is a totally smoke-free campus and smoking is prohibited inside UCLA Facilities, including dormitories, and anywhere on campus grounds).

5.3. Insurance: Each Institution shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the minimum insurance limits as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

- If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- B.** Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than: One million dollars (\$1,000,000) per occurrence.
 - C.** Workers' Compensation as required by applicable State law.

5.4. Indemnification by School: School shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents or employees.

5.5. Indemnification by UCLA: UCLA shall defend, indemnify and hold School its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, agents or employees.

5.6. Cooperation: The Institutions agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Institution (or its respective officers, agents and employees), each Institution shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

6. INTELLECTUAL PROPERTY AND USE OF NAME

Any mark, logo or copyrighted work (including, but not limited to, course materials) or other intellectual property owned by an Institution shall remain the property of such Institution and shall not be duplicated, reproduced, disseminated or used without the prior written permission of such Institution. School agrees that any use of the "University of California" or similar references to the University of California Los Angeles, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

7. DATA SECURITY AND PRIVACY

7.1. Should any Institution collect Personal Data and transfer such Personal Data to the other Institution, the transferring Institution shall ensure that such Personal Data will be:

7.1.1. provided to the other Institution if and only if the Student has voluntarily consented to the transfer, in writing (Students visiting UCLA shall complete and sign the form attached hereto as Attachment A before any Personal Data is provided to UCLA); and

7.1.2. shared with the other Institution for the purposes of the Program only.

7.2. Neither Institution shall process or use Personal Data for any purposes except those outlined in this Agreement, unless expressly permitted by the Student, in writing.

7.3. Each Institution shall:

- 7.3.1.** handle Personal Data appropriately and in compliance with all Laws such Institution's policies concerning privacy (e.g., University of California policies found at <https://privacy.ucla.edu/policies/> and <http://www.registrar.ucla.edu/catalog/uclacatalog14-15-826h.htm>, School's comparable policies) and processes (e.g., the University of California records retention schedule found at <http://recordsretention.ucop.edu> and School's comparable processes), which may be updated from time to time;
- 7.3.2.** take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Personal Data; and
- 7.3.3.** promptly respond to any inquiries regarding Personal Data, and assist the other Institution in responding to inquiries concerning Personal Data.

8. MISCELLANEOUS

- 8.1.** This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Institution hereby consents to the jurisdiction of courts in Los Angeles County, California. School waives all claims of sovereign immunity and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by Law.
- 8.2.** Neither Institution shall be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any "Force Majeure" event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Institution's reasonable control. The Institution claiming excusable delay shall promptly notify the other Institution, in writing. If the delay lasts more than thirty (30) days, the Institution not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Institution.
- 8.3.** This Agreement may not be transferred or assigned by either Institution to another entity without the prior written consent of the other Institution.
- 8.4.** The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.
- 8.5.** The performance of their respective duties and obligations of both Institutions under this Agreement shall be that of independent contractors and nothing herein shall create or imply an agency relationship between them, nor be deemed to constitute a joint venture or partnership between them.
- 8.6.** The Institutions expressly agree and understand that Students engaged in any Program are participating for educational purposes only and that such Students are not employees of UCLA for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.
- 8.7.** Nothing contained in this Agreement is intended to or shall make any third party (including any Student) a beneficiary of any rights or obligations of either Institution under this Agreement.
- 8.8.** This Agreement shall be construed as if the Institutions jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Institution. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.
- 8.9.** The controlling language of this Agreement is English. All communications and

notices shall be in English. In the event that a translation of this Agreement is prepared and signed by Institutions, this English language version shall be the official version and shall govern in the event of a conflict with the translation.

8.10. This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s), constitutes the entire agreement between UCLA and School regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Institutions. This Agreement supersedes any previous written or oral communication between the Institutions.

8.11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Institution named below has executed a counterpart of this Agreement.

The provisions of Sections 5 - 8 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Institutions hereto have executed and delivered, by their duly authorized representatives, the Standard Terms and Conditions as of the Effective Date:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca

Title: AVC, Campus Life

Date: _____

PARAMOUNT UNIFIED SCHOOL DISTRICT

By: _____

Name: Ruben Frutos

Title: Assistant Superintendent – Business Services

Date: _____

PARAMOUNT HIGH SCHOOL SENIOR CAMPUS

By: _____

Name: Christiana Kraus

Title: Principal

Date: _____

ATTACHMENT A

PERSONAL DATA, RESPONSIBILITY AND INDEMNITY FORM

I, the undersigned student, want to participate in the educational program (the “**Program**”) between The Regents of the University of California, by and on behalf of its Los Angeles campus (“**UCLA**”), and _____ (“**Institution**”). I request that my personal information provided below and in the attachments be transferred by UCLA to Institution (or by Institution to UCLA, as applicable), for the purpose of my participation in the Program. I understand that my personally identifiable information (collectively, “**My Data**”), will be processed by UCLA and Institution on a need to know basis, for the purpose of the administration and performance of the Program. Should I have any questions or concerns about the use of My Data, I may contact **Scott Olomanu from the Pacific Islander Education and Retention (PIER) Project at UCLA’s Community Programs Office, who can be reached at (310) 825-8894.**

My Data:

I am providing the following information, which UCLA may share with faculty and staff supporting the Program:

Grade _____ Level: _____

Ethnicity: _____

Gender: _____

English Language Learner?: _____

First and Last Name

Email, if applicable

Cell Phone Number (and Country Code), if applicable

My Data shall include any and all personally identifiable information (“PII”) provided by me to Institution and/or UCLA relating to the Program, including but not limited to any PII provided above, and/or in any application, biography, curriculum vitae, resume and/or attachments to this form.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent–Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Carl D. Perkins School Allocation Fiscal Year 2019-20 for Paramount Adult School

BACKGROUND INFORMATION:

The Carl D. Perkins Vocational and Technical Education Improvement Act provides funds to develop employment skills of students and adults enrolled in Career Technical Education (CTE) programs. On July 8, 2019, the Board approved the submission of the application for the Carl D. Perkins Grant for 2019-20. The District received notification from the California Department of Education that funding in the amount \$297,048 has been approved for the Paramount Adult School consortium of Paramount, Lynwood, Compton, Centinela Valley, Bellflower, Inglewood and Downey in which Paramount Adult School is earmarked to receive \$20,482 of the total allocation.

POLICY/ISSUE:

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

FISCAL IMPACT:

Restricted income of \$20,482 to Paramount Adult School CTE Programs

STAFF RECOMMENDATION:

Accept funds for the Carl D. Perkins Vocational and Technical Education Improvement Act for the 2019-20 fiscal year to develop skills of students enrolled in Career Technical Education programs for Paramount Adult School.

PREPARED BY:

Greg Francois, Director – Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 1: College and Career Ready Graduates

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

Focus Area 2: High Quality Teaching and Learning

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

ACTION ITEM: 3.12-A

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.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Notices of Completion – Field Service Contracts

BACKGROUND INFORMATION:

At the meeting of May13, 2019, the Board of Education authorized the renewal of field service contracts. Individual projects over \$15,000 require formal notice of completion and a five (5%) percent retention for each contract be held until the Board has accepted completion of the project.

The following projects are complete:

Vendor	Project Description	Contract Amount	5% Retention Amount
REM Custom Builders, Inc.	Lincoln: repair windows throughout school (Bid #2-16-17) P.O. 19-02637	\$ 49,000.00	\$ 2,450.00
REM Custom Builders, Inc	Wirtz: kitchen remodel (Bid #2-16-17) P. O. 19-01275	\$ 90,013.00	\$ 4,500.65
Universal Asphalt Company	Wirtz: repair basketball court surfacing (Bid #3-18-19) P.O. 20-00250	\$ 54,250.00	\$ 2,712.50
West Co.	Zamboni: utilities upgrade band room (Bid #7-17-18) P.O. 19-02566	\$ 56,381.00	\$ 2,819.00

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 – Acceptance of Completed Projects

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Accept as completed the Field Service Contracts for repair of windows throughout Lincoln, kitchen remodel at Wirtz, repair basketball court surface at Wirtz, and utilities upgrade of band room at Zamboni, 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.

ACTION ITEM: 4.1-A

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services
Cindy DiPaola, Director – Maintenance and Operations

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

- Goal 4: All school facilities will be clean, orderly, well maintained, and modern

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Ratification – Service and Shared Cost Agreement with the City of Paramount for Two (2) School Resource Officers with Los Angeles County Sheriff’s Department

BACKGROUND INFORMATION:

The District has maintained a Service Agreement with the Los Angeles County Sheriff’s Department for School Resource Officers (SRO) since 1997. The SRO’s provide service to Paramount High School and all District campuses. The SRO’s handle crimes which occur on or immediately adjacent to District campuses if related to students or student activity. The shared cost agreement with the City of Paramount is annually updated.

The service agreement that is currently in place provides two sheriff deputies and cars for 215 days of service each year. The agreement also allows the District to contract for hourly services to provide additional security at football games, school dances and other school functions. This two-year agreement is brought to the Board annually for approval to accommodate any adjustments that may occur annually.

The District and the City of Paramount agree to share equally in the cost of the second SRO as outlined in the Shared Cost Agreement between the two agencies. The agreement is renewable each year. Fifty percent of the cost of the additional School Resource Officer will be paid by the City of Paramount, which will reimburse the District in the amount of approximately \$94,562.

POLICY/ISSUE:

Board Policy 4126 – Consultants

FISCAL IMPACT:

Net amount of \$295,085 from General Fund

STAFF RECOMMENDATIONS:

Ratify the Services Agreement with the City of Paramount for two (2) School Resource Officers with Los Angeles County Sheriff’s Department from July 1, 2019 through June 30, 2020.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

ACTION ITEM: 4.2-A

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

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

**SHARED COST AGREEMENT
BETWEEN
THE CITY OF PARAMOUNT
AND
THE PARAMOUNT UNIFIED SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER**

R E C I T A L S

WHEREAS, it is the goal of the Board of Education and administration of the Paramount Unified School District (“District”) to provide a safe environment on school campuses;

WHEREAS, it is believed that the presence of a School Resource Officer (SRO) on a school campus, along with other measures employed by the District, can help promote a safe school environment;

WHEREAS, the Los Angeles County Sheriff’s Department operates a School Resource Deputy Program which provides law enforcement services to school districts;

WHEREAS, the District has entered into a Law Enforcement Services Agreement with the Los Angeles County Sheriff’s Department, the terms of which are included in a written agreement which is attached hereto and identified as Attachment A;

WHEREAS, the District wishes to add one additional SRO for their safety program;

WHEREAS, the City of Paramount (“City”) shares an interest with the District of fostering a safe environment on school campuses and the surrounding community;

WHEREAS, the District and the City have agreed to share equally in the cost of adding this additional SRO;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the parties hereby agree as follows:

1. The District and City agree to share equally in the cost of a second SRO based on the schedule that is attached to the Law Enforcement Services Agreement as Exhibit A, or any amendment to that schedule that may occur.
2. Under the Law Enforcement Services Agreement, the District is billed monthly for all services performed by the SRO. The District shall provide to the City a copy of the invoices received from the County for the entire year of service. City will reimburse the District for 50% of the cost billed for the services rendered. The City agrees to pay the District within 30 days of receipt of the invoices referred to herein.

3. Either party may terminate this Agreement if they are unable or unwilling to support their commitment to equally share in the cost of the SRO by giving notice to the other sufficiently in advance of the timelines mentioned in Section 7.1, 7.2 and/or 7.3 of the Law Enforcement Services Agreement so those timelines can be satisfied by the District. For purposes of this MOU, "sufficiently in advance" shall mean at least thirty (30) days in advance of the sixty (60) day prior notice requirement referenced in Sections 7.1 and 7.2 and the one hundred eighty (180) days referenced in Section 7.3.

4. Should the parties desire, this Agreement may be renewed each year in advance of the ensuing fiscal year, which commences on July 1.

For the City of Paramount

Date

For the Paramount Unified School District

Ruben Frutos, CBO

Date

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

EXHIBIT A

SCHOOL DISTRICT: Paramount Unified School District

FISCAL YEAR: 2019-2020 EFFECTIVE DATE: 1-Jul-19

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT	2.0000	2.0000	0.0000	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT (B1)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

EACH SRD SERVICE UNIT WORKS 180 REGULARLY SCHEDULED SCHOOL DAYS.
SUMMER SESSION COVERAGE IS NOT INCLUDED BUT IS AVAILABLE AT THE PREVAILING HOURLY RATE.

DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
Lakewood	Paramount High School	2.0000			

SRD WORKING HOURS ARE REGULARLY SCHEDULED SCHOOL HOURS.
SRDS SHALL NOT BE ADJUSTED TO WORK SUPPLEMENTAL EVENTS OUTSIDE REGULAR SCHOOL HOURS.

REPORT PREPARED BY: Sergeant Rudy Sanchez DATE: 6/19/2019

APPROVED BY: _____ DATE: _____
STATION COMMANDER

APPROVAL BY: _____ DATE: _____
SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____ DATE: _____

BILLING MEMO REQUIRED:

NO	YES
----	-----

"BLUE" REQUIRED:

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Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Ratification – Bid Summary – Abatement Field Service Contract, Dairy Product, Frozen and Dry Food Commodities, Produce, and Bread Products

BACKGROUND INFORMATION:

At the meeting of December 10, 2018 and May 13, 2019, the Board of Education authorized staff to seek bids and award contracts for abatement field service contract, and dairy and bread products. The Board of Education further authorized the Superintendent or designee to advertise, review, award, and execute all documents to the lowest responsive bidder. The bid process is now complete, and contracts have been awarded to the lowest responsive bidder. Further renewal of previous bid for Produce and piggyback for bread products was most economical. The summary below reflects the pricing:

Abatement

Vendor	Pricing for Sample Project
Unlimited Environmental	\$ 17,304.00

The company listed above in bold is awarded the field service contract.

Dairy Products

Vendor	Bid Price
Clearbrook Farms, Inc.	\$ 667,645.25
Driftwood Dairy	\$ 688,809.99

The company listed above in bold is awarded the bid for commodities.

Frozen and Dry Food Commodities

Vendor	Bid Price
Goldstar Food, Inc.	\$ 2,115,134.35
K B Foods Distribution Inc.	\$ 483,802.30

The companies listed above in bold are awarded the bid for commodities.

Produce

Vendor	Bid Price
Sunrise Produce	\$ 413,726.50
Goldstar Foods *	\$ 376,765.00

- *Vendor was deemed Non-responsive
- #4-19-20 was rejected due to product pricing.
- Renewal of bid #1-16-17 was renewed, with Sunrise Produce due to maintenance of last year’s pricing.

ACTION ITEM: 4.3-A

Staff requests authorization to utilize the piggyback bid with Anaheim Union High School District, Bid #2019-01 for Student Nutrition Services bread and related products. Staff requests authorization to renew Produce contract. If services and delivery are acceptable, staff may continue to utilize the piggyback bid for up to two (2) additional twelve (12) month periods, not to exceed three (3) years via a renewal process.

The above-listed contracts are renewable upon District approval.

POLICY/ISSUE:

Board Policy 3313 – Bids and Quotations

FISCAL IMPACT:

Measure I Funds – \$17,304.00

Student Nutrition Services Funds – \$3,266,581.90

STAFF RECOMMENDATION:

Ratify the above-mentioned contracts to the lowest responsive bidders as identified above. Authorize renewal of produce commodities to Sunrise Produce, and further authorize use of piggyback bid for bread products. Further authorize Superintendent or designee to sign all appropriate documents.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

Cindy DiPaola, Director – Maintenance and Operations

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: School Resource Officers Services Agreement Between Paramount Unified School District and Los Angeles County Sheriff's Department

BACKGROUND INFORMATION:

Staff requests approval for the renewal of the agreement the District has maintained with the Los Angeles County Sheriff's Department for School Resource Officers (SROs) since 1997. The SROs provide services to all District campuses. The SROs handle crimes which occur on or immediately adjacent to District campuses if related to students or student activity.

The service agreement continues to provide two Sheriff Deputies and cars for the annual service. The agreement also allows the District to contract for hourly services to provide additional security at football games, school dances and other school functions. The cost for hourly services is \$104.92 per hour per SRO. This two-year agreement is brought to the Board annually for approval to accommodate any adjustments that may occur. The billable amount for July 1, 2019 through June 30, 2020 is \$199,151 for each officer plus any rate changes or costs approved by the Los Angeles County Board of Supervisors and the Sheriff's Department.

POLICY/ISSUE:

Board Policy 4126-Consultants

FISCAL IMPACT:

Net amount of \$398,301 from the General Fund

STAFF RECOMMENDATION:

Approve the Services Agreement for two (2) School Resource Officers with the Los Angeles County Sheriff's Department from July 1, 2019 through June 30, 2020.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

ACTION ITEM: 4.4-A

**AMENDMENT NUMBER ONE
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PARAMOUNT UNIFIED SCHOOL DISTRICT**

This Amendment Number One to School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is entered into this ____ day of _____, 20____, by and between the County of Los Angeles ("County") and PARAMOUNT UNIFIED SCHOOL DISTRICT ("School"), effective upon execution by both parties.

RECITALS

- (a) Whereas, on July 1, 2017, the County and the School entered into the Agreement for the provision of school law enforcements services by the Los Angeles County Sheriff's Department for School Resource Deputy Program services; and
- (b) Whereas, the Agreement has a term from July 1, 2017 through June 30, 2019 with three additional one-year extension options, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, the Agreement expires on June 30, 2019; and
- (d) Whereas, the County and the School agree to extend the term of the Agreement for the first one-year extension option from July 1, 2019 through June 30, 2020; and
- (e) Whereas, the County and the School also agree to modify the indemnification requirements as required by the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

- 1. Section 5.0, Indemnification, of the Agreement is deleted in its entirety and replaced as follows to amend the indemnification requirements:

5.0 INDEMNIFICATION

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims,

causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives while providing services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5. The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.
- 5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

2. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for the first one-year extension option from July 1, 2019 through June 30, 2020:

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence July 1, 2017 and shall remain in effect through June 30, 2020, unless sooner terminated or extended in whole or in part as provided for herein.

6.2 The term of this Agreement may be extended by the parties for up to two (2) additional one-year periods, at the parties' discretion, and subject to prior approval of the County Board of Supervisors. Any such extensions shall be in the form of a written Amendment executed by authorized representatives of the parties.

3. Except as expressly provided in this Amendment Number One, all other terms, covenants, and conditions of the Agreement will remain the same and in full force and effect.
4. The School represents and warrants that the person executing this Amendment Number One for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Amendment Number One and that all requirements of the School have been fulfilled to provide such authority.

**AMENDMENT NUMBER ONE
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PARAMOUNT UNIFIED SCHOOL DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

PARAMOUNT UNIFIED SCHOOL DISTRICT

By _____
Ruben Frutos, Assistant Superintendent - Business Services

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

EXHIBIT A

SCHOOL DISTRICT: Paramount Unifed School District

FISCAL YEAR: 2019-2020 EFFECTIVE DATE: 1-Jul-19

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT	2.0000	2.0000	0.0000	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT (B1)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

EACH SRD SRVICE UNIT WORKS 180 REGULARLY SCHEDULED SCHOOL DAYS.
SUMMER SESSION COVERAGE IS NOT INCLUDED BUT IS AVAILABLE AT THE PREVAILING HOURLY RATE.

DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
Lakewood	Paramount High School	2.0000			

SRD WORKING HOURS ARE REGULARLY SCHEDULED SCHOOL HOURS.
SRDS SHALL NOT BE ADJUSTED TO WORK SUPPLEMENTAL EVENTS OUTSIDE REGULAR SCHOOL HOURS.

REPORT PREPARED BY: Sergeant Rudy Sanchez DATE: 6/19/2019

APPROVED BY: _____ DATE: _____
STATION COMMANDER

APPROVAL BY: _____ DATE: _____
SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____ DATE: _____

BILLING MEMO REQUIRED:

NO	YES
----	-----

"BLUE" REQUIRED:

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HOURS OF SERVICE & CHARGES
Paramount Unified School District

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL UNIT COST	LIABILITY @ 3%	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
SWORN ITEMS									
Deputy Generalist, 40 hour non relief	\$193,350.00	2	\$386,700.00	\$11,601.00	\$398,301.00	1440	2,880	172,800	2.0000
Deputy, Bonus 1, 40 hour non relief	\$209,983.00	0	\$0.00	\$0.00	\$0.00	1440	0	0	0.0000
Sergeant, 40 hour non relief	\$249,621.00	0	\$0.00	\$0.00	\$0.00	1440	0	0	0.0000
			\$ 386,700.00	LIABILITY @ 3% = \$ 11,601.00					
			TOTAL ESTIMATED COST		\$ 398,301.00				
						HOURS	MINUTES	PERSONNEL	
						DEPUTY	2,880	172,800	2.0000
						DEPUTY, B-1	0	0	0.0000
						SGT	0	0	0.0000

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Authorization to Use State Government Contracts for Purchase of Equipment and Authorization to Purchase

BACKGROUND INFORMATION:

The Board of Education has approved in prior years for staff to use State Government contracts for discounted pricing for commodities such as copiers, services and other equipment and peripherals. This approval requires renewal, in compliance with the Public Contract Code.

To take advantage of joint buying power, State, City, and School Districts, piggy backable bids are made available to State agencies. These bids allow School Districts to go out to bid for the same types of purchases individually.

The District Administration requests authorization to use any available piggy backable bids to purchase technology supplies, office supplies, classroom supplies, custodial supplies, classroom and office furniture for fiscal year 2019-2020, including but not limited to:

- California Strategic Sourcing Initiative (CSSI)
- California Multiple Award Schedule (CMAS)
- NASPO – Value Point Coop Association
- Western States Contracting Alliance (WSCA)
- U. S. Communities 2018 Contract #R-TC-18004
- CAL-SAVE
- National Cooperative Purchasing Alliance (NCPA)
- The Cooperative Purchasing Network (TCPN)
- National Joint Powers Alliance (NJPA)
- Piggy backable bids – local
- PEPPM – Contract PA528262-004
- National IPA – Contract CA528300-003

POLICY/ISSUE:

Board Policy 3313 – Bids & Quotations

FISCAL IMPACT:

None

ACTION ITEM: 4.5-A

STAFF RECOMMENDATION:

Authorize staff to use State-level contracts as described, and further authorize the Superintendent or designee to sign all documents as required for use of cooperative bid contracts.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services
Cindy DiPaola, Director – Maintenance and Operations

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Resolution 19-09, Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer

BACKGROUND INFORMATION:

Staff requests Board of Education approval to implement an alternative risk-financing technique in the form of self-insurance for the worker's compensation program. Paramount USD has been paying nearly two million per year for worker's compensation coverage, and the goal of the self-insured program is to implement a system with a deductible of \$150,000 per year and full coverage after that amount for worker's compensation cases. The new system will reduce the insurance premiums by more than \$750,000 per year. The District will reserve the initial year's savings to prevent and manage future losses and fully realize the savings after the second year.

POLICY/ISSUE:

Board Policy 3530 – Insurance

FISCAL IMPACT:

District savings estimate of \$750,000 annually

STAFF RECOMMENDATION:

Adopt Resolution 19-09, Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

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

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

ACTION ITEM: 4.6-A

RESOLUTION NO.: 19-09 DATED: 08/12/2019

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Education
(Enter Name of the Board)

of the Paramount Unified School District
(Enter Name of Public Agency, District, Etc.)

a School District organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the 12th day of August, 2019,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: August 12, 2019
SIGNED: Board President

Carment Gomez
Printed Name

President
Title

Paramount Unified School District
Agency Name

Seal Here

X _____ DATE: August 12, 2019
SIGNED: Board Clerk of Education

Yesenia Cuarenta
Printed Name

Vice President
Title

Paramount Unified School District
Agency Name

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: _____ JPA Certificate # _____

Name of JPA: _____

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: Cynthia DiPaola Title: Director of Operations

Company Name: Paramount Unified School District

Address: 15110 California Avenue

City: Paramount State: CA Zip + 4: 90723

Phone: (562) 602-8088 E-Mail: cdipaola@paramount.k12.ca.us

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: Alliance of Schools for Cooperative Insurance Programs

Policy #: WC 35 Effective Date of Coverage: 09/01/2019

Retention Limits: \$150,000

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Service Agreement – Diligent Corporation for Web-based service BoardDocs

BACKGROUND INFORMATION:

The Board of Education directed staff to procure a system for electronic online board agendas. The Contract with Diligent Corporation will allow for the purchase of a web-based system that provides for an electronic board packet that can provide better access to information and be organized in a more effective manner. The system, BoardDocs, manages every aspect of the preparation, approval and distribution of documents associated with board meetings, and it provides a reliable paperless agenda service. The District had procured a competing product from a different vendor who was unable to perform within the timeline needed by the District.

POLICY/ISSUE:

Board Policy 3313 - Bids & Quotations

FISCAL IMPACT:

Net amount of \$13,000 annually from General Fund

STAFF RECOMMENDATIONS:

Authorize the procurement of BoardDocs by Diligent and authorize staff to sign and execute all necessary documents for a 2-year agreement.

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 4.7-A

BoardDocs
End User Agreement
Part I: Order Form

Diligent Corporation (“**Diligent**”), with an address at 111 West 33rd Street, 16th Floor, New York, NY 10120 provides a proprietary, web-based service known as BoardDocs (the “**Service**”), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the “**Agreement**”). By executing this Agreement, the below named customer (“**Customer**”) agrees to use, and Diligent agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: None / Emerald Data Solutions, Inc.		Sales Rep Phone: (202) 790-6904	
Sales Rep Name: Kristin Forsberg		Sales Rep E-Mail: kforsberg@diligent.com	
CUSTOMER INFORMATION			
Organization Name: Paramount Unified School District			
Address: 15110 California Ave			
City: Paramount		State: CA	Zip: 90723

2. Charges. For each BoardDocs site (as defined by Diligent) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge (“**ARC**”) and the Non-Recurring Charge (“**NRC**”) set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input type="checkbox"/>	NRC (Non-Recurring Charge)	
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	
<input checked="" type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$13,000.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	

3. Term. The “**Initial Term**” of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a “**Renewal Term**”) unless either party provides the other party at least thirty (30) days’ advance written notice of non-renewal prior to the end of the then-current Term. Diligent may increase the ARC from time to time upon at least sixty (60) days’ advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO DILIGENT THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER: PARAMOUNT UNIFIED SCHOOL DISTRICT

DILIGENT CORPORATION

 SIGNATURE Date
 Ruben Frutos
 Assistant Superintendent-Business Services
 Name and Title of Authorized Representative

 SIGNATURE Date

 Name and Title of Authorized Representative

“**Effective Date**” shall be the date of the last signature.

Part II: Additional Terms and Conditions

4. Provision of the Service. Subject to the terms and conditions of this Agreement, Diligent will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement (“**SLA**”) and the Diligent Acceptable Use Policy (“**AUP**”), which SLA and AUP are posted on Diligent’s web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Diligent will provide Customer with at least sixty (60) days’ advance notice of any change in the SLA or AUP. Diligent will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties’ “Marks” (as defined in Section 10). Diligent may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

5. Payment. Customer agrees to pay Diligent (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer’s receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Diligent with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer’s creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Diligent are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

6. Termination. This Agreement is effective for the Term described in Section 3. Diligent may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer’s failure to pay any amount when due under this Agreement (after ten (10) days’ prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate “Content” (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Diligent; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a “**Customer Caused Termination or Suspension**”). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Diligent; or (b) any material breach of this Agreement by Diligent. Upon any termination of this Agreement, Customer agrees its right to use the Service or Diligent “**Intellectual Property**” and/or “**Marks**” (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Diligent’s Intellectual Property or Marks.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Diligent hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer’s purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer’s utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer’s consent (collectively, “**Users**”) complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Diligent Intellectual Property or Marks, unless expressly permitted in writing by Diligent. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Diligent for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Diligent, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the “**Content**”), and Diligent has no responsibility or liability therefore, nor will Diligent be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Diligent or any information provided by Diligent. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer’s request, Diligent will export the data from the Service database in its native format at no charge to Customer. If Customer desires Diligent to convert the data into any other format other than its native format, Customer shall pay Diligent two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Diligent, and Diligent hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Diligent, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Diligent’s AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

Diligent's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Diligent from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Diligent owns (as between Diligent and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Diligent Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Diligent to confirm Diligent's exclusive ownership of Diligent's Intellectual Property and the Service. As between Customer and Diligent, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Diligent reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. DILIGENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND DILIGENT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND DILIGENT DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY DILIGENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Diligent. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Diligent is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Diligent will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Diligent, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Diligent (all of which are "**Events of Force Majeure**").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Diligent with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Diligent, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.



California Clients

Acton Agua Dulce USD
Adelanto School District
Advanced Learning Academy
Albert Einstein Academies
Alum Rock Union Elementary School District
Anderson Valley Unified
Antelope Valley Community College District
Antelope Valley Union High School District
Antioch Unified School District
Apple Valley Unified School District
Arcohe Union School District
Atwater Elementary School District
Bakersfield City School District
Baldwin Park Unified School District
Barstow Community College District
Big Picture Educational Academy
Burton School District
Byron Union School District
Cabrillo Community College District
Cajon Valley Union School District
Calaveras County Office of Education
California Online Community College District
Calistoga Joint Unified School District
Campbell Union High School District
Carlsbad Unified School District
Cayucos Elementary School District
Ceres Unified School District
Cerritos Community College District
Cielo Vista Charter
Citrus Springs Charter School
City College of San Francisco
City of Marysville
Claremont Unified School District
Coachella Valley Unified School District
Coast Community College District
College of Marin
College of the Desert Community College District
College of the Redwoods
Colton Joint Unified School District
Community College League of California
Compton Community College District
Conejo Valley Unified School District
Contra Costa Community College District
Contra Costa County Office of Education
Copper Mountain Community College District
Culver City Unified School District
Cupertino Union School District
Del Mar Union School District
Dixon Montessori Charter School
Dry Creek Joint Elementary School District
Dublin Unified School District
East Side Union High School District
Eastside Union School District
El Camino Community College District
El Monte City School District
El Monte Union High School District
El Segundo Unified School District
Epiphany Prep Charter School
Escondido Union High School District
Escondido Union School District
Evergreen School District
Fairfield-Suisun Unified School District
Folsom Lake College
Fontana Unified School District
Foothill-De Anza Community College District
Franklin-McKinley School District
Fremont Unified
Gateway Adult Education
Gavilan Joint Community College District
Glendale Community College District
Golden Valley Unified School District
Gompers Preparatory Academy



California Clients

Gonzales Unified School District
Greenfield Union School District
Grossmont-Cuyamaca Community College District
Grossmont Union High School District
Hacienda La Puente Unified School District
Harbor Spring Charter School
Hartnell Community College District
Hawking STEAM Charter School
Hughson Unified School District
Imperial Community College District
Imperial County Office of Education
Julian Charter School
Kerman Unified School District
Kern Community College District
Kern High School District
Lafayette School District
Lakeport Unified School District
Lake Tahoe Community College District
Larkspur-Corte Madera School District
Lassen Community College
Las Virgenes USD
Lawndale Elementary School District
Liberty Union High School District
Lincoln Unified School District
Lindsay Unified School District
Long Beach City College
Los Angeles and Orange County Regional Consortium
Los Angeles Community College
Manhattan Beach Unified School District
Mariposa County Unified School District/Office of Education
McFarland Unifed School District
Mendocino County Office of Education
Menlo Park City Elementary
Merced City Schools
Merced Community College District
Merced Union High School District
Mission Valley ROP
Monterey Peninsula College
Moraga School District
Moreland School District
Mountain Oaks School
Mountain View School District
Mount Pleasant Elementary School District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Napa Valley Community College
Newark Unified School District
New Haven Unified School District
North Orange County Regional Occupational Program
Norwalk-La Mirada Unified School District
Oceanside Unified School District
Orange Unified School District
Orinda Union Elementary School District
Orland Unified School District
Oroville City Elementary School District
Pajaro Valley Unified School District
Palo Alto Unified School District
Palomar Community College District
Palo Verde Community College District
Pasadena City College
Peninsula Health Care District
Peralta Community College District
Pittsburg Unified School District
Pixley Union School District
Placer County Office of Education
Pomona Unified School District
Portola Valley Elementary School District
Redondo Beach USD
Rim of the World Unified School District
Rio Hondo Community College District



California Clients

Rio School District
Riverside County Office of Education
River Springs Charter School
Rocketship Education
Rocklin Academy Family of Schools
Rocklin Unified School District
Roseville City School District
Roseville Joint Union High School District
Ross Valley School District
Salinas Union High School District
San Bernardino City Unified School District
San Bruno Park School District
San Carlos School District
San Diego Community College District
San Diego Unified School District
San Francisco Unified School District
San Joaquin Delta College
San Jose/Evergreen Community College District
San Luis Coastal United School District
San Luis Obispo County Community College District
San Marcos Unified School District
San Mateo County Office of Education
Santa Ana Unified School District
Santa Barbara City College
Santa Barbara County Employees' Retirement System
Santa Clara County Office of Education
Santa Clarita Community College District
Santa Rosa Junior College
Sausalito Marin City School District
Sequoia Healthcare District
Sequoia Union High School District
Shasta-Tehama-Trinity Joint Community College District
Sierra College
Siskiyou Joint Community College District
Solana Beach School District
Soledad Unified School District
South Monterey County Joint Union High School District
South Pasadena Unified School District
Southwestern Community College District
St. Helena Unified School District
State Center Community College District
Stockton Unified School District
Sycamore Academy
Taft City Schools
Taft Union High School District
Temecula International Academy
Temecula Preparatory School
The O'Farrell Charter School
Torrance Unified School District
Tri-Cities ROP
Union School District
Upper Lake Unified School District
Val Verde Unified School District
Ventura County Community College District
Ventura County Office of Education
Victor Valley Community College District
Vista Charter Public Schools
Vista Unified School District
Walnut Creek School District
West Hills Community College District
West Valley-Mission Community College District
Whittier Union High School District
Wiseburn School District
Woodlake Unified School District
Yosemite Community College District
Yuba Community College District
Yucaipa-Calimesa Joint USD

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ruben Frutos, Assistant Superintendent – Business Services
DATE: August 12, 2019
SUBJECT: Service Agreement – California School Boards Association Policy and Regulation Review Services

BACKGROUND INFORMATION:

Staff is requesting approval and ratification for various services provided by the California School Boards Association (CSBA) relating to Board policy and administrative regulations review, update, development and training. CSBA offers four services: GAMUT Online – the District is a current subscriber; Policy Manual Review – ratification for this process, which provided an analysis of current district policies and a report of needed changes and overall status; Policy Development Workshop – approval for this process, which entails a comprehensive 2-3 day site review and update of policies and regulations, currently scheduled for October 1-3, 2019; Manual Maintenance – approval for this process for two (2) years (to cover partial year implementation), which provides for an annual update service where revisions are provided electronically 5 times per year to keep District policies and regulations up to date. This comprehensive process will serve to update and maintain the District's policies and regulations on an ongoing basis. The detail of the services is attached in the service proposal from CSBA.

POLICY/ISSUE:

Board Policy 9310 – Development, Distribution, and Maintenance of Manual of Policies, Regulations, Bylaws

FISCAL IMPACT:

Net amount of \$25,805 from the General Fund

STAFF RECOMMENDATIONS:

Authorize staff to enter into the service agreement with California School Boards Association for the review, development and maintenance off the Districts Policies and Regulations and further authorize the Superintendent or designee to execute all necessary documents

PREPARED BY:

Ruben Frutos, Assistant Superintendent – Business Services

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships

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

ACTION ITEM: 4.8-A



July 29, 2019

The California School Boards Association (CSBA) is pleased to provide the Paramount Unified School District of Los Angeles County the following quote for policy services.

GAMUT Online *(This item was previously paid for FY 2019-20)* **\$ 4,065/year**

CSBA's GAMUT Online is an online policy information service that offers quick access to 650-plus sample board policies, regulations, bylaws, and their legal references, including the entire Education Code, Title 5 regulations and other referenced state and federal code sections. GAMUT Online also features a "keyword" index, and the ability to easily search and download sample policies and regulations to word processing programs for editing. GAMUT Online is updated regularly and email notifications alert you when the CSBA sample policy manual has been revised.

Policy Manual Review *(This service was provided and is being ratified)* **\$ 1,250**

CSBA's Policy Manual Review service includes an analysis of the district's current policy manual to determine whether the district is up to date with state and federal mandated board policies. A report of findings will be generated to indicate if the district's mandated policies and administrative regulations reflect current law, identify priority areas for policy updating, and summarize the overall status of the district's policy manual.

Policy Development Workshop (PDW) *(This service is scheduled for October 2019)* **\$ 16,455**

GAMUT Online subscribers can participate in comprehensive Policy Development Workshop (PDW) to either develop a new policy manual or have comprehensive updates to their existing policy manual to help address key issues and achieve compliance with state and federal mandates. The 2-3 day on-site workshop pairs the knowledge and experience of district administrators and/or board members with the expertise of a CSBA consultant to generate a clear, user-friendly policy manual that complies with state and federal law and meets local needs. Group discounts may be available for districts with less than 1,000 ADA.

Manual Maintenance *(To be purchased for two years due to a partial year implementation 2 x \$4,050)* **\$ 4,050/year**

Districts that have completed a Policy Development Workshop can keep their policy manual updated with CSBA's Manual Maintenance service. Updated policy packets are issued five times a year and contain sample policy language that may be modified to reflect local goals, philosophy and practices. Manual Maintenance users receive exclusive track changes and CSBA provides word processing of your district-adopted policies and regulations incorporating any modifications, official adoption dates, and your district name. This service is provided electronically (via email).

For additional information, please contact Alex Zucco at (916) 669-3371 or email AZucco@csba.org.

This quote is valid for six months from the date issued.

Paramount Unified School District

TO: Ruth Pérez, Superintendent
FROM: Ryan Smith, Assistant Superintendent-Secondary Educational Services
DATE: August 12, 2019
SUBJECT: Student Fundraisers at Buena Vista High School, Paramount High School and Paramount High School-West Campus

BACKGROUND INFORMATION:

Per Board Policy 5131.8 - Student Activity Funds, schools are to provide a list of proposed student organization fundraising activities to the Superintendent annually. All activities must be reviewed by the Superintendent or designee prior to Board submittal to ensure they align with the schools' educational program. The student group that implements each fundraiser is determined by the Associated Student Body and principal.

POLICY/ISSUE:

Board Policy 5131.8 – Student Activity Funds

PREPARED BY:

Greg Francois, Director – Secondary Education and Instructional Technology

STRATEGIC PLAN FOCUS AREAS AND GOALS:

Focus Area 4: Parent and Community Partnerships.

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

Buena Vista High School

Associated Student Body 2019-20 Fundraiser Activities

Club	Activity	Date
Proposed Associated Student Body fundraisers will be assigned to one or more of approved clubs listed below after appropriate protocols have been met. <ul style="list-style-type: none"> • Associated Student Body • AVID • Freagles 	Four snack sales in accordance with nutritional guidelines outlined in the FCMAT Accounting Manual	September, 2019 - June, 2020
	Student Store Sales	September, 2019 - June, 2020
	See's Candy Sales	September, 2019 - June, 2020
	Catalog Sales	September, 2019 - June, 2020
	Picture Sales	September, 2019 - June, 2020
	Partnerships with local restaurants (on and off campus) including Fatburger, Subway, Chik-Fil-A, Shakey's and In-N-Out	September, 2019 - June, 2020

*All food sales will be compliant with Federal and State regulations.

Paramount High School West Campus

Associated Student Body
2019 – 2020 Fundraiser Activities

Club	Activity	Date
<p>Proposed Associated Student Body fundraisers will be assigned to one or more of approved clubs listed below after appropriate protocols have been met.</p> <ul style="list-style-type: none"> • Associated Student Body • Class of 2023 • Anime Club • AVID • CTE Club • Dance Club • K-Pop Club • Photo Club • Unity Club • Writer’s Club 	Apparel Sales	August, 2019 – June, 2020
	Four snack sales in accordance with nutritional guidelines outlined in the FCMAT Accounting Manual	August, 2019 – June, 2020
	Student Store Sales	August, 2019 – June, 2020
	See’s Candy Sales	August, 2019 – June, 2020
	Catalog Sales	August, 2019 – June, 2020
	Picture Sales	August, 2019 – June, 2020
	Partnerships with local restaurants (on and off campus) including:	August, 2019 – June, 2020
	<ul style="list-style-type: none"> • Chik-Fil-A • Chipotle • Fatburger • In-N-Out • Jamba Juice • Joe’s Crab Shack • Shakey’s • Subway • The Habit • Weinersnitchel • Yogurtland 	

*All food sales will be compliant with Federal and State regulations.

Paramount High School

Associated Student Body 2019-20 Fundraiser Activities

Club	Activity	Date
<p>Proposed Associated Student Body fundraisers will be assigned to one or more of approved clubs listed below after appropriate protocols have been met.</p> <ul style="list-style-type: none"> • Associated Student Body • Band • Baseball • Boys' Soccer • Boys' Volleyball • Boys' Wrestling • Spirit Squad • Choir • Class of 2020/2021/2022 • Corsairs • Cross Country • Drill Team • Drama/Theater • Football • Girls' Basketball • Girls' Soccer • Girls' Volleyball • Girls' Wrestling • Green Club • JROTC • K-Pop • Xican@ Club • Side B Club • Swim • Track • Travel Gourmet • Water Polo 	Calendar/Program/Picture Sales	September 2019-June 2020
	Catalog Sales	September 2019-June 2020
	Christmas Tree Sales	October 2019-December 2019
	Clinics/Camps	September 2019-June 2020
	Concerts/Festivals/Theater Performances/Comedy Sportz	September 2019-June 2020
	Concessions at Club/Sporting events	August 2019-June 2020
	Restaurant discount card/coupon Sales	August 2019-June 2020
	Dodger/Angel/Clipper/Laker Night(s)	September 2019-June 2020
	Donation Scratcher Sales	September 2019-June 2020
	Faculty/Student Games, Alumni Games, and All-Star Games	September 2019-June 2020
	Food Truck Nights	September 2019-June 2020
	Holiday Gram/Picture Sales	September 2019-June 2020
	Jewelry/Flower Sales	September 2019-June 2020
	A-Thons including Jog-a-Thon, Swim-a-Thon, and Bowl-a-Thon	September 2019-June 2020
	Movie Nights	September 2019-June 2020
	Off Season Tournaments/Meets	September 2019-June 2020
	Partnerships with local restaurants (on and off campus) including McDonalds, YogurtLand, The Habit, Shakey', In-N-Out, 5 Guys (and others)	September 2019-June 2020
	Recycling (plastics and ink cartridges)	September 2019-June 2020
	T-Shirts/Spirit Gear Sales	August 2019-June 2020
	School Dances	September 2019-June 2020
	Yearbook Sales	August 2019-June 2020
	Healthy Snack Sales	September 2019-June 2020
	Student Store Sales	July 2019-June 2020
Talent Show(s)	September 2019-June 2020	
Turn-Around Trips	September 2019-June 2020	
Boosters/PTSA	Activity	Date
<p>These fundraisers are sponsored and implemented by the Parent Teacher Student Association and/or Booster Club.</p>	Event Concession Sales	September 2019-June 2020
	50/50	September 2019-June 2020
	Daddy-Daughter Dance	Spring 2020
	Community Night at Hollywood Sports	March 2019-June 2020
	Golf Tournament(s)	September 2019-June 2020
Water/Flower Sales at Graduation	June 2020	

*All food sales will be compliant with Federal and State regulations.