

PALERMO UNION SCHOOL DISTRICT

7390 Bulldog Way
Palermo, CA 95968-9700
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Superintendent
Dr. Bryan L. Caples

Board of Trustees
Debbie Hoffman
Loretta Long
Susan Short
William Bynum
Jessica King

Helen Wilcox School
5737 Autrey Lane
Oroville, CA 95966
(530) 533-7626
Fax (530) 533-6949
Heather Scott, Principal

Honcut School
68 School Street
Oroville, CA 95966
(530) 742-5284
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Kathleen Andoe-Nolind, Principal

Palermo School
7350 Bulldog Way
Palermo, CA 95968
(530) 533-4708
Fax (530) 532-7801
Andee Farrar, Principal

Golden Hills School
2400 Via Canela
Oroville, CA 95966
(530) 532-6000
Fax (530) 534-7982
Kristi Robinson, Principal

BOARD MEETING AGENDA September 20, 2017

Tour of Palermo School
7350 Bulldog Way, Palermo, CA 95968
5:30pm-6:00pm
Place: District Office
7390 Bulldog Way, Palermo, CA 95968
6:00 p.m.

[Note: The Board of Trustees may take action on any item posted on this Agenda. Members of the public may directly address the Board concerning any item on this Agenda prior to or during the Board consideration of that item, as determined by the Board President. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office (530) 533-4842, ext. 7. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to these meetings. This Agenda and all supporting documents are available for public review at the District Office, 7390 Bulldog Way, Palermo, CA. Documents that have been distributed to the Board less than 72 hours before the meeting are available for public inspection at the District Office, 7390 Bulldog Way, Palermo, CA 95968]

INTRODUCTION

1. **Call to Order.** (Time_____)
2. **Flag Salute.**
3. **Roll Call.**
4. **Approval of Agenda.**

ACTION_____MOTION_____SECOND_____ VOTE_____

5. **Audience with the Board.**

Non-Agenda Items:

At this time the Board President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand, state your name for the record and make your presentation. Presentations may be limited to five (5) minutes. The Brown Act, however, does not allow the Governing Board to discuss or take action on any item that is not on the posted agenda. The item may, by Board direction, be placed on a later Board Meeting Agenda for discussion and/or action. The Board may direct the Superintendent to investigate the subject and present a follow-up report at a future Board Meeting.

6. **Audience with the Board.**

Agenda Items:

This is the time the Board President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand and repeat your name for the record, and make your presentation [five (5) minute time limit per person].

PUBLIC HEARING

President asks Superintendent to introduce agenda item.

President opens item for public comments.

The public is invited at this time to provide input and comments to the Governing Board, regarding the sufficiency of instructional materials in the District for the fiscal year 2017-2018, Grades K-8, including English learners, for pupil textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks pursuant to Education Code Section 60119 and 60422(b).

President closes item for public comments.

Board discussion.

7. **CONSENT AGENDA**

The consent agenda will be approved by a single motion and vote unless items are removed by a Board member and placed on the regular agenda for discussion and action.

Action Items

- a. Minutes of September 6, 2017 Regular Board Meeting.

Reports

- b. Events Calendar. REFERENCE #1
- c. Palermo Ledger, August 1, 2017 – August 31, 2017 REFERENCE #2
- d. New library books for Palermo School is presented for information and 30-day review. REFERENCE #3

ACTION _____ MOTION _____ SECOND _____ VOTE _____

8. **ITEMS REMOVED FROM CONSENT AGENDA**

- a. ACTION _____ MOTION _____ SECOND _____ VOTE _____
- b. ACTION _____ MOTION _____ SECOND _____ VOTE _____

9. **Staff Reports/Business Items.**

- a. It is recommended that Board Resolution No. 17-06, Section 60119 regarding the sufficiency of pupil textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks for the fiscal year 2017-2018 Grades K-8, including English learners, pursuant to Education Code Section 60119 and 60422(b), and Instructional Materials Funding Realignment Program (IMFRP) Certification and Certification of Provision of Standards-Aligned Instructional Materials be approved.

REFERENCE #4

ACTION _____ MOTION _____ SECOND _____

- b. It is recommended that Memorandum of Understanding between Center for Healthy Communities (CHC) and Palermo Union School District to provide nutrition education and obesity prevention services from October 1, 2017 to September 30, 2018 be approved.

REFERENCE #5

ACTION _____ MOTION _____ SECOND _____

- c. It is recommended that Proposal from Duro-Last Roofing dated August 1, 2017 to use ROI Commercial Roofing to install Duro-Last roofing on a classroom (\$28,056.08) and administrative building (\$14,028.16) be approved.

REFERENCE #6

ACTION _____ MOTION _____ SECOND _____

- d. It is recommended that Memorandum of Understanding between Butte County Office of Education (BCOE) and Palermo Union School District to act as partners in the After School Education and Safety Program (ASES) from July 1, 2017 to June 30, 2018 be approved.

REFERENCE #7

ACTION _____ MOTION _____ SECOND _____

- e. California School Employees Association, Bargaining Unit 366. (Comments from CSEA, if any, to the Governing Board.)
- f. Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA). (Comments from PTA, if any, to the Governing Board.)

10. **Board Policies and Administrative Regulations.**

- a. Revised Administrative Regulation #3513.1 – Cellular Phone Reimbursement is presented for first reading.

REFERENCE #8

11. **Correspondence.**

12. **Superintendent's Reports.**

- a. Update on implementation of BP 4112.41 Employee Drug Testing
b. District Website
c. CAASPP Scores

13. **Board Items.**

CLOSED SESSION (Time_____)

1. Closed session regarding matters of personnel/employment/ resignation/retirement(chief business official, teacher, coach, substitute teacher, substitute van driver) all in accordance with Government Code Section 54957.
2. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Dr. Bryan Caples, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Dr. Bryan Caples, Superintendent.

OPEN SESSION (Time_____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

14. **Personnel – Recommendation: Approval.** (Pending successful completion of pre-employment requirements.)

Certificated:

- a. Maya Talmadge, resign as after school tutor, effective August 7 , 2017
- b. Jessica Henriquez, certificated substitute teacher, effective September 1, 2017
- c. Katherine Robins, certificated substitute, effective September 21, 2017
- d. Rebekah Zarzynski, amend salary placement to column II, step 1, effective August 14, 2017
- e. William Smithey, amend salary placement to column III, step 1, effective August 14, 2017
- f. Sara Higgins, 8th grade education specialist, column III, step 6, Palermo School, effective September 21, 2017
- g. Frank Maturino, 8th grade girls basketball coach, effective September 21, 2017
- h. William Smithey, 7th grade boys basketball coach, effective September 21, 2017
- i. William Smithey, 8th grade boys basketball coach, effective September 21, 2017
- j. Seth Davis, 7th / 8th grade boys basketball coach, effective September 21, 2017
- k. Dwayne Walberg, certificated teacher, resignation effective September 30, 2017

Classified:

- l. Anthony Kizer, substitute van driver, effective September 5, 2017
- m. Nona Loomis, substitute van driver, effective September 5, 2017

ACTION_____MOTION_____SECOND_____ VOTE_____

ADJOURNMENT (Time_____)

REGULAR BOARD MEETING

1. President Debbie Hoffman called the meeting to order at 6:05 p.m., and welcomed those in attendance.
2. President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King.

Others present were: Dr. Bryan Caples, Ruthie Anaya, Kristi Robinson, and Cindy Daniluke.

4. A motion was made by Susan Short, seconded by Loretta Long, recommending that the agenda be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.

5. **Audience with the Board.**

Non-Agenda Items:

No one had business to bring before the Board.

6. **Audience with the Board.**

Agenda Items:

No one had business to bring before the Board.

7. **CONSENT AGENDA**

A motion was made by Susan Short, seconded by Loretta Long, recommending that the following consent agenda items be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.

REGULAR BOARD MEETING**7. CONSENT AGENDA****Action Items**

- a. Minutes of August 16, 2017 Regular Board Meeting.
- b. Warrant Numbers 00827080 – 00828518, \$216,100.40, Funds 1, 12, 13.
- c. Surplus and Obsolete Requests:

Computer Monitor #1035, (3) IMac Computers #13853, #441, #469, Apple Laser Printer #360, HP Color Printer #1737, (2) Card Scanner #13395, #13388, (5) Magnavox TVs #3009, 3010, 3011, 3012, 3013, Sony Video Camera #1734, (2) Samsung Microwave #3800986, #11991 X-Acto Pencil Sharpener #4277, Red Tricycle #13812, Panasonic Electric Stapler #2556, 1987 Thomas 84 Passenger Bus #2045

Reports

- d. Events Calendar
- e. 2017-2018 Field Trips for Golden Hills
- f. Youth Development Summit Field Trip for Palermo School
- g. Staff Development – August 2017
- h. Palermo Account Ledger – July 1, 2017 to July 30, 2017
- i. New library books for Palermo School were presented for information and 30-day review.
- j. Donation from YMCA Karate of miscellaneous school supplies with a value of \$40 to Helen Wilcox School.

REGULAR BOARD MEETING**8. ITEMS REMOVED FROM CONSENT AGENDA**

Item number 7d was removed from the consent agenda. The Events Calendar was discussed and it was decided to cancel the October 4, 2017 Board meeting. A motion was made by Susan Short, seconded by Loretta Long, recommending that the consent agenda item be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.

9. Staff Reports/Business Items.

- a. Kristi Robinson, Principal Golden Hills Schools, presented a PowerPoint on recent events and new software being used at the school.
- b. A motion was made by Susan Short, seconded by Loretta Long recommending that the contract for Discovery Education Streaming Licenses in the amount of \$2,550 be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- c. A motion was made by Susan Short, seconded by Loretta Long recommending that the 2017-2018 Public School Agreement for Library Media Services from the Butte County Office of Education be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- d. A motion was made by Susan Short, seconded by Loretta Long recommending that the request for the 7th and 8th grade girls' basketball teams to conduct an NFL Football Game fundraiser at Feather Falls Casino for the purchase of basketball backpacks, sweatshirts and shooting shirts be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- e. The request from Frank Maturino, on behalf of the 7th and 8th grade girls' basketball team for \$500 towards the purchase of basketball backpacks, sweatshirts and shooting shirts was tabled until a later meeting. The Board would like to know the quote for the items and the amount raised at the NFL fundraiser prior to approving the expense.
- f. A motion was made by Susan Short, seconded by Loretta Long recommending that the addition of a Certificated 1st Grade classroom teacher be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.

REGULAR BOARD MEETING**9. Staff Reports/Business Items.**

- g. A motion was made by Susan Short, seconded by Loretta Long recommending that the addition of a Certificated 6th Grade classroom teacher be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- h. A motion was made by Susan Short, seconded by Loretta Long recommending that the Expenditure Plan for the 2017-2018 Education Protection Act (EPA) Funding be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- i. A motion was made by Susan Short, seconded by Loretta Long recommending that the 2017-2018 Local Control Accountability Plan and Annual Update (LCAP) final draft be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- j. There were no comments from the California School Employees Association Bargaining Unit 366.
- k. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

10. Board Policies and Administrative Regulations.

- a. Revised Board Policy #3513.1 – Cellular Phone Reimbursement was tabled.
- b. Revised Administrative Regulation #3513.1 – Cellular Phone Reimbursement was tabled.

11. Correspondence.

- a. Review of original budget letter from Butte County Office of Education.

12. Superintendent's Reports.

- a. Update on Honcut Property transfer.
- b. Update on South Feather Water and Power collaboration with Palermo Union School District to obtain a grant to subsidize the expense for Palermo residents to connect to SFWP.
- c. 2017-2018 Enrollment Report

REGULAR BOARD MEETING**Board Items.**

- a. Review and discussion of Board Self-Evaluation.

CLOSED SESSION

1. The Board recessed into closed session at 7:16p.m. regarding matters of personnel/employment/retirement (chief business official, stipends, site supervisor, substitute custodian, instructional aide child development) all in accordance with Government Code Section 54957.
2. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Dr. Bryan Caples, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Dr. Bryan Caples, Superintendent and for the purpose of public employee performance evaluation (Superintendent), in accordance with Government Code Section 54957.2.

OPEN SESSION

The Board reconvened into open session at 8:18p.m.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

No action was taken in closed session.

ACTION ITEMS**14. Personnel – Recommendation: Approval.**

A motion was made by Susan Short, seconded by Loretta Long, recommending that the following personnel items be approved (pending successful completion of pre-employment requirements). Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.

Certificated:

- a. Mark Coleman, 6th grade girls basketball coach, effective September 7, 2017
- b. Mark Coleman, 6th grade boys basketball coach, effective September 7, 2017
- c. Mark Coleman, 4th/5th grade soccer/track coach, effective September 7, 2017
- d. Chelsea Smith, yearbook advisor, Golden Hills, effective September 7, 2017
- e. Joey McCoy, co-chess club advisor, Palermo School, effective September 7, 2017
- f. Frank Maturino, co-chess club advisor, Palermo School, effective September 7, 2017

REGULAR BOARD MEETING**14. Personnel – Recommendation: Approval.****Certificated:**

- g. Janet Furr, BTSA advisor, effective September 7, 2017
- h. Andy McCoy, BTSA advisor, effective September 7, 2017
- i. Lindsay Dailey, BTSA advisor, effective September 7, 2017
- j. Dyanne Fraga, after school tutor, Palermo School, effective September 7, 2017
- k. Will Smithey, after school tutor, Palermo School, effective September 7, 2017
- l. Seth Davis, after school tutor, Palermo School, effective September 7, 2017
- m. Dwayne Walberg, resignation, 8th grade boys basketball, effective August 16, 2017
- n. Dwayne Walberg, resignation, 7th grade boys basketball, effective August 16, 2017
- o. Dwayne Walberg, resignation, 7th & 8th grade basketball, effective August 16, 2017
- p. Dwayne Walberg, resignation, 7th & 8th grade volleyball, effective August 16, 2017
- q. Mindy Williams, certificated teacher, column I, step 4, 6th grade, Palermo School, effective August 14, 2017

Classified:

- r. Andrea Green, resignation, 6th grade girls volleyball coach, effective August 16, 2017
- s. Imelda Martinez, substitute custodian, effective June 14, 2017
- t. Kristina Warner, instructional aide, additional .5 hours, Golden Hills, effective September 7, 2017
- u. Alex Davis, instructional aide, additional 1.0 hours, Golden Hills, effective September 7, 2017
- v. Kari Parks-Gendreau, instructional aide, AEP, 6.0 hours, Palermo, class 8, step 2, effective September 7, 2017

Child Development Program:

- w. Alex Spoonemore, instructional aide child development, 200 contracted workdays, Helen Wilcox Preschool, effective September 7, 2017
- x. Sonia Soria, instructional aide, child development, 200 contracted workdays, Palermo Preschool, effective September 7, 2017
- y. Charity Guptill, site supervisor, 5.0 hours, Helen Wilcox Preschool, effective September 7, 2017

REGULAR BOARD MEETING

ADJOURNMENT

President Debbie Hoffman declared the meeting adjourned at 8:18p.m.

Respectfully submitted,

Bryan L. Caples, Ed.D
Secretary to the Governing Board

EVENTS CALENDAR

September 14, 2017	Family Dot Night	<i>Palermo 5:00pm-6:00pm</i>
September 20, 2017	Regular Board Meeting/School Tour	<i>Palermo Tour 5:30pm Board Meeting ~6:00pm</i>
October 2-6, 2017	Intersession	
October 4, 2017	Regular Board Meeting - CANCELED	
October 18, 2017	Regular Board Meeting/School Tour	<i>HW/GH Tour 5:30pm Board Meeting ~6:00pm</i>
October 19, 2017	Steam Night – Board BBQ	<i>Golden Hills 5:30pm</i>
November 1, 2017	Regular Board Meeting	<i>6:00pm</i>
November 10, 2017	Veteran’s Day	<i>No school – students, teachers, staff</i>
November 15, 2017	Regular Board Meeting	<i>6:00pm</i>
November 20-24, 2017	Thanksgiving Break	<i>No school – students, teachers (staff 23rd & 24th)</i>
December 6, 2017	Regular Board Meeting – Organizational Meeting	<i>6:00pm</i>
December 22-29, 2017 January 1-5, 2018	Christmas Break	<i>No school – students, teachers (no staff 25th, 26th 1st, 2nd)</i>

Revised: 9/14/17 cc: L. Storrs; L. Davis; D. Dudley; C. Wiemers; R. Anaya; K. Ray

ASB LEDGER SHEETS 2017-18

2017-18

MONTH: 8/1/2017 - 8/31/2017

ACCOUNT NAME	BEG BAL	RECEIPTS	DISBURSMENTS	TRANSFERS	ENDING BAL
102 PAL ST BODY	\$8,522.93	\$0.00	(\$109.48)	\$0.00	\$8,413.45
202 SPORTS	\$4,188.43	\$0.00	\$0.00	\$0.00	\$4,188.43
205 REFEREE (new)	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
300 YEARBOOK	\$5,163.61	\$0.00	\$0.00	\$0.00	\$5,163.61
402 PAL LIBRARY	\$1,071.88	\$0.00	(\$11.79)	\$0.00	\$1,060.09
502 BAND	\$836.01	\$0.00	\$0.00	\$0.00	\$836.01
506 6TH GRADE	\$7,891.01	\$0.00	\$0.00	\$0.00	\$7,891.01
507 7TH GRADE	\$184.23	\$0.00	\$0.00	\$0.00	\$184.23
509 8TH GRADE	\$797.08	\$0.00	\$0.00	\$0.00	\$797.08
900 INTEREST	\$9.00	\$0.00	\$0.00	\$0.00	\$9.00
511 CLUB LIVE	\$1,521.55	\$0.00	\$0.00	\$0.00	\$1,521.55
	\$30,305.73	\$0.00	(\$121.27)	\$0.00	\$30,184.46
	\$30,305.73				\$30,184.46

PALERMO SCHOOL PREVIEW BOOK LIST

OCTOBER 2017

GUSTAV GLOOM AND THE FOUR TERRORS – CASTRO

GUSTAV GLOOM AND THE CRYPTIC CAROUSEL – CASTRO

GUSTAV GLOOM AND THE NIGHTMARE VAULT – CASTRO

GUSTAV GLOOM AND THE PEOPLE TAKER - CASTRO

PALERMO UNION SCHOOL DISTRICT

Resolution No. 17-06

Section 60119 Resolution

Resolution regarding sufficiency or insufficiency of instructional materials:

Whereas, the local governing board of Palermo Union School District, in order to comply with the requirements of *Education Code* sections 60119 and 60422 (b) held a public hearing on September 20, 2017, at 6:00 p.m., which did not take place during immediately following school hours; and

Whereas, the local governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing; and

Whereas, the local governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing; and

For a finding of sufficient materials:

Whereas information provided at the public hearing and to the local governing board at the public meeting detailed that sufficient textbooks and instructional materials in all subjects consistent with the cycles and content of the curriculum frameworks were provided to all students, including English learners, in the district; and

Whereas, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments; and

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks; now, therefore, be it

Resolved that for the 2017-2018 school year, the Palermo Union School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED on September 20, 2017, by the Board of Trustees of Palermo Union School District by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bryan Caples, Ed.D Secretary of the
Palermo Union School District Board

**Instructional Materials Funding Realignment Program (IMFRP)
Certification**

Certification of Provision of Standards-Aligned Instructional Materials

The local governing board of the Palermo Union School District hereby certifies that as of this date, each pupil in the district in kindergarten through grade eight, including English learners, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History/Social Science
- Mathematics
- Reading/Language Arts
- Science

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

Certification was approved by the local governing board at a public meeting held on September 20, 2017.

Bryan Caples, Ed.D September 21, 2017

School District Superintendent's Name Date

September 21, 2017

School District Superintendent's Signature Date

Future State Board adoptions are scheduled as follows:

Subject	Adoption Date
History/Social Science	November 2017
Math	November 2018
Science	November 2019
Reading/Language Arts	November 2020

Memorandum of Understanding between CHC and Partner Organization

Partner's name: Palermo Union School District

Partner's address: 7390 Bulldog Way, Palermo, CA 95968

Contact person: Dr. Bryan Caples, Superintendent Phone number: (530) 533-4842
(Name) (Title)

E-mail address: bcaples@palermoschools.org Fax number: (530) 532-1047

Term of this Agreement: Oct. 1st 2017 – Sept. 30th 2018

Project Name: Butte County Subcontract for SNAP-Ed

This is an Agreement between Partner, Palermo Union School District, participating as a Partner organization with the Center for Healthy Communities (CHC) in the provision of nutrition education and obesity prevention services to participating school children, and The CSU, Chico Research Foundation (Foundation), acting as lead agency for CHC.

I. Background:

California Department of Public Health - Nutrition Education Obesity Prevention Branch has awarded U.S. Department of Agriculture (USDA) Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to the Butte County Health Department, and Butte County has in turn awarded a contract to Foundation for CHC's Nutrition Education and Physical Activity Program (the Program). The term of Foundation's Contract from Butte County is October 1, 2017 to September 30, 2018.

II. Purpose & Scope:

The purpose of this Agreement is to clearly identify the roles and responsibilities of Partner and Foundation as they relate to the CHC collaboration and partnership around the promotion of health and nutrition in SNAP-Ed eligible populations. In particular, this Agreement is intended to implement the Program as detailed in the scope of work of Butte County's Application to NEOP for USDA SNAP funds.

III. Partner's Responsibilities:

Partner shall participate in CHC for the duration of this Agreement's Term by contributing nutrition education services and materials and by providing Program information to Foundation on behalf of CHC. Partner shall:

1. Provide a supportive working environment for CHC staff (e.g., nutrition/health education specialist and/or a community nutrition/health assistant);
2. Support and implement appropriate and/or required Program activities/events and policies based on the CHC Program scope of work approved by NEOP including provision of required evaluation information, as appropriate, to assess program effectiveness;
3. Facilitate attendance at Program meetings and trainings by Partner's coordinator for the Program and other appropriate personnel of Partner, as schedules permit;
4. Provide to Foundation verification that Program participants meet USDA low-income criteria (e.g., for school districts and other education agencies, targeting low-resource schools, defined as those with 50% of students or more eligible for free or reduced-price school meals).

IV. Foundation's Responsibilities:

Foundation, as lead agency for CHC, shall provide the following for the duration of this Agreement's Term:

1. The services of CHC staff (e.g., nutrition/health education specialist, community nutrition/health assistant, CHC Program Manager, CHC Administrative Assistant);
2. Fingerprint based criminal information background checks (Live Scan) for all CHC staff who will have supervisory or disciplinary power over a minor or any person under said staff member's care as allowed under California Penal Code section 11105.3.;
3. Report writing, budget monitoring, documentation gathering, grant fund management, and audit responsibility as required by USDA and Network;
4. Assurance that Program activities comply with requirements of USDA and NEOP;
5. Provision of Program information and related materials to Program participants;
6. Guidelines and procedures for requesting purchases to be made by CHC;
7. Purchase of Program materials (e.g., nutrition education materials, etc.) for Partner;
8. Monthly CHC informational/training meetings.

V. It is mutually understood and agreed to by Foundation and Partner that:

1. Modification of this Agreement must be made in writing and must be agreed to and executed by the parties before becoming effective;
2. Either party to this Agreement may elect to terminate this Agreement, but only upon 30 days advance written notice of such election to the other party, and the parties will deal with each other in good faith in the event of such termination;
3. This Agreement is provisional, pending award and appropriation and encumbrance of funds for the Program by NEOP to Butte County as described in its application and by Butte County to Foundation for the period of this Agreement's Term;
4. Each party to this Agreement shall defend, indemnify and hold the other party and its respective directors, officers, employees, agents, successors and assigns free and harmless of and from any and all demands, claims, causes of action, actions, liability, injuries including death, damages, costs, and expenses, including reasonable attorney's fees, incurred by reason of or in any way connected with the acts or omissions of the party or of its directors, officers, employees or agents occurring during the course and term of this Agreement or at any time thereafter;
5. Each party to this Agreement shall follow all relevant and applicable regulations as specified in Exhibit D (F) "Special Terms and Conditions" to NEOP's award to Butte County and Butte County's contract to Foundation. These may include, but are not limited to:
 - A. Subcontract Agreements – as it relates to securing bids for subcontractor services and subcontractor approval;
 - B. Lobbying Restrictions – No federally appropriated funds may be used to pay any person influencing or attempting to influence an officer or employee of any agency, member of Congress, or employee of a member of Congress in connection with specific federal actions.

VI. Funding Requirements:

This Agreement does not include the reimbursement of funds between the two parties.

VII. Record Retention:

Foundation and Partner must maintain all records supporting this Agreement and related activities for three years after the end of the term of Butte County's award from NEOP. Additionally, Partner agrees to make all records relating to this Agreement available upon request by Foundation on behalf of CHC, Butte County, NEOP, and/or USDA.

VIII. Effective Date and Signature:

This Agreement shall be effective upon the signature of Partner and Foundation authorized officials. It shall be in force for the Agreement Term specified above. Foundation and Partner indicate agreement with the foregoing by their signatures below.

Bryan Caples, Ed.D Superintendent

September 21, 2017

Name and Title of Partner's Authorized Official

Signature and Date

Name and Title of Foundation's Authorized Official

Signature and Date

August 1, 2017

Mr. Jim Tyler
Director of Maintenance/Operations/Transportation
Palermo Union School District
7390 Bulldog Way
Palermo, CA 95968
Tel: (530) 532-4251
jtyler@palermoschools.org

Re: Re-Roofing Project for the Palermo Union School District Classroom Building & Admin Building

Dear Mr. Tyler:

Duro-Last Roofing has developed the following pricing proposal to re-roof the Palermo Union School District Classroom Building & Admin Building in Palermo, California. This pricing proposal was developed using Duro-Last's contract number 170201 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last will provide the Duro-Last roofing system and its installation to the Palermo Union School Districts at RS Means pricing using the Sacramento City Cost Index.

Installation will be provided by ROI Commercial Roofing of Roseville, an authorized Duro-Last contractor.

Attached is the Duro-Last specification which defines the work that Duro-Last proposes to complete. When the installation is complete, a Duro-Last Technical Representative will inspect the installation for completeness and conformity to Duro-Last specifications. Following acceptance of the roof, Duro-Last will issue a warranty to the Palermo Union School Districts.

The Duro-Last Roofing 15-year No-Dollar-Limit (NDL) labor and material warranty is included at no additional cost, and provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products. The warranty does not exclude ponding water or biological growth, and also has a provision for coverage of consequential damages resulting from leaks caused by any defects covered under the warranty.

Based on this scope of work, the total base prices for Duro-Last to complete the Palermo Union School District Classroom Building & Admin Building are as follows:

Classroom Building	Admin Building
\$28,056.08	\$14,028.16

Attached is a detailed pricing summary. The base price is good for delivery for 60 days from the date of this proposal, after which the components of the base price are subject to price adjustment.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last, which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

The building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 20-year warranty period subsequent to the one-year maintenance period.

The lead time for manufacturing your Duro-Last roof is five business days following receipt of the order.

Duro-Last Roofing and its subcontractor are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last TIPS price schedule, terms, and conditions will be applied. In addition:

1. The Palermo Union School District's TIPS membership will need to be verified.
2. A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.



September 2017

Tim Taylor
Superintendent

Dear Superintendent:

Michelle Zevely
Assistant
Superintendent

I recently had the opportunity to update the MOUs needed for this school year (2017-2018) to support your After School Education and Safety (ASES) Program grant.

I have attached a copy of your district MOU for review and if needed school board approval. Upon approval I will request that you please sign and date a copy for our audit records. Please feel free to give me a call so that I can arrange for pick-up.

Julie Jarrett
Director
Expanded Learning
Programs

The ASES grant funding requires the following from each school site receiving funds:

Each site will provide at least 33 percent cash or in-kind local matching funds from the school district, government agencies, community organizations, or the private sector for each dollar expended in grant funds. Not more than 25 percent of the match requirement will be fulfilled by facilities or space usage.

Stacey Malcolm
Interim
Program Manager

In addition to site match, the program also has MOUs from a vast array of community partners that support our program through special services such as trainings, enrichment activities and resources.

Tammy Long
Senior
Administrative
Assistant

The in-kind dollar amount for your snack/supper contribution is calculated utilizing the following figures. The state allows for us to calculate this figure by utilizing the actual attendance figures from the previous year and multiplying that figure by .88 cents (snack). If your site participates in the Supper Meal Program then we multiply by \$3.83.

**Board of
Education**

Please feel free to make changes or revisions to the attached copy, and don't hesitate to give me a call with your questions. As always, it has been a pleasure to serve you and your students with after school services and expanded learning opportunities.

Amy Christianson
Howard M. Ferguson
Ryne Johnson
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Mike Walsh

Best Regards,

Julie Jarrett

Attachment: 2017-2018 MOU

1859 Bird Street
Oroville, CA 95965
(530) 532-5613
Fax (530) 532-5699
<http://www.bcoe.org>

**Memorandum of Understanding
Between
Palermo Union School District
and
Butte County Office of Education**

Purpose

This memorandum of understanding establishes a formal working relationship between **Palermo Union School District** and Butte County Office of Education acting as partners in the After School Education and Safety Program (ASES). The goals and objectives of our collaboration are to expand learning opportunities for students, families, and community members; to provide academic, enrichment, mentoring, and tutoring educational support; to develop cultural and linguistic competence; to offer opportunities for after school and summer recreation; to provide center-based and linked health, social, and safety services; to provide technology and career training to students; and to expand school and community participation in drug-free, supervised, and fun activities to be provided in safe and supervised learning environments. The After School Education and Safety Program Universal Grant require sites to provide at least 33% cash or in-kind matching funds (no more than 25% of the match requirement can be fulfilled by facilities or space usage).

Description of Services

Palermo Union School District will support the After School Education and Safety Program (ASES) at [Golden Hills Elementary](#), [Helen Wilcox Elementary](#), [Honcut Elementary](#) and [Palermo Middle](#) by its commitment to support site administration, food services, facility use, and provide the opportunity for connection with the regular day programming particularly in literacy and math. In addition, the district will provide student academic test scores, attendance and behavior data and other materials needed for comprehensive state and local evaluation.

Facility Usage Amount:	\$ 31,660
Custodial Services Amount:	\$ 69,840
Snack Administration:	\$ 39,831
Support Staff:	\$ 20,000
May include but not limited to front office support, data collection assistance for (i.e. student academic test scores, regular day attendance, etc.).	
Administration:	\$ 37,500
May include but not limited to representation in governance and evaluation, recruitment, outreach, communication, use of equipment, desk space, technology and the integration of existing educational, enrichment, health, and recreational programs and services.	
In-kind dollar amount of program support:	\$ 198,831

Student Regular School Day Attendance

By signing this MOU I grant BCOE permission to obtain, through the district, regular school day attendance data for all students. The program is mandated to provide CDE with each student's regular school day attendance figures for comparison with their after school program attendance.

Terms

The terms of this MOU shall commence on July 1, 2017, and shall extend through June 30, 2018. This MOU may be modified or terminated in thirty (30) days upon written notice of intention to terminate the agreement with or without cause.

Palermo Union School District

Butte County Office of Education

Dr. Bryan Caples - Superintendent

Tim Taylor - Superintendent

Date

Date

Custodial cost estimate based on a per classroom amount of \$6,984 which correlates to the amount BCOE charges districts for these services.
Snack administration cost estimate based on prior year's attendance (number of students served per day x 88 cents x 180 days).
Support staff cost estimate based on \$5,000 per site limited by total in-kind donation amount.
Administration cost estimate based on \$7,500 per site limited by total in-kind donation amount.

CELLULAR PHONE REIMBURSEMENT

~~The district may purchase cell phones or other mobile communications devices for use by employees for district-related business.~~

~~When an employee has been provided the use of a district-owned device, he/she shall not use the device for personal calls.~~

~~The Superintendent or designee shall determine if an employee requires a cell phone or other mobile communications device for the efficient performance of his/her job responsibilities. Factors that will be considered include, but are not limited to, whether the employee's job responsibilities require:~~

- ~~1. An ability to communicate frequently and access to a district telephone is not readily available~~
- ~~2. An ability to communicate immediately to ensure the safety of district staff and students, or the security of district property~~
- ~~3. An ability to be accessible due to frequent travel or work outside of the office~~

~~The Superintendent or designee shall develop a uniform system for identifying employee cell phone or mobile communications device needs and the most cost effective method of providing necessary equipment to employees. He/she shall also develop a system for monitoring employee use.~~

~~If an employee misuses the cell phone or other mobile communications device he/she shall be responsible for fees or charges associated with the misuse.~~

~~If the Superintendent or designee determines that an employee no longer needs a cell phone or other mobile communications device to perform his/her job responsibilities, any fees or charges associated with cancellation of the service contract shall be the responsibility of the district.~~

~~(cf 4156.3/4256.3/4356.3 Employee Property Reimbursement)~~

CELLULAR PHONE REIMBURSEMENT

When a district employee's position requires frequent use of a cell phone, the Superintendent or designee shall provide either a cell phone for the employee's use or an allowance to the employee for the business use of his/her personally owned cell phone, whichever is the most cost-effective. In determining whether an employee's position requires frequent use of a cell phone, the factors to be considered shall include, but not limited to, whether the job responsibilities require:

1. An ability to communicate frequently but access to a district landline is not readily available.
2. An ability to communicate immediately to ensure the safety of the district staff and students or the security of district property.
3. A level of accessibility which is impossible because of the employee's frequent job-related absence from the worksite.

(cf. 3542- School Bus Drivers)

(cf. 4156.3/4256.3/4356.3- Employee Property Reimbursement)

When an employee is paid an allowance for the use of his/her personally owned cell phone for district business, the Superintendent or designee shall, from time to time, verify that the employee's cell phone contract is active. Effective 10/1/17, employees will be reimbursed as follows:

- Employees who the Superintendent or designee certifies that it is necessary to be communicated with frequently and immediately in nature, may be assigned a monthly cell phone allowance of \$50.00 to cover the cost of the business use of a personal cell phone.
- Employees who the Superintendent or designee certifies that regular cell phone use is necessary to satisfactorily perform their duties may be assigned a monthly stipend of \$25.00 to cover the cost of the business use of a personal cell phone.

The cell phone allowance will be spread over the employee's monthly pay periods and will appear on the employee's remuneration statement as earned income. IRS regulations require that these allowances be reported as income on the employee's W-2 and taxes will be withheld.

Employees receiving a monthly cell phone allowance must be available via their cell phone as required by their supervisor. If an employee is absent from duty, the cell phone allowance may be discontinued.

Employee's need for cell phone access will be periodically re-evaluated by the Superintendent or designee.

The Superintendent or designee shall develop a system for reviewing employee's use of district-owned cell phones and the reimbursement of costs for employee's business-related use of their personal cell phones. Employees shall be responsible for fees and charges associated with any misuse or overuse not attributable to district business.

If the Superintendent or designee determines that an employee no longer needs a cell phone or other mobile communications device to perform his/her responsibilities, any fees or charges associated with cancellation of the service contract shall be the responsibility of the district.

Any employee who is not provided an allowance or a district-owned cell phone may be reimbursed for the actual expense of business-related calls made on his/her personally owned cell phone, in accordance with the district's expense reimbursement procedures.

Legal Reference:

EDUCATION CODE

35213 Reimbursement for loss or damage of personal property

44032 Travel expense payment

48901.5 Electronic signaling devices

VEHICLE CODE

23123 Wireless telephones in vehicles

23125 Wireless telephones in school buses

UNITED STATES CODE, TITLE 26

280F Limitation on depreciation for luxury automobiles, etc.

CODE OF FEDERAL REGULATIONS, TITLE 26

132-5 Working conditions fringe benefit

Management Resources:

WEB SITES

Internal Revenue Service: <http://www.irs.gov>