



SPECIAL BOARD MEETING AGENDA

March 5, 2021

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

2:00 p.m.

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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.**

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].

6. **Business Item**

a. Update on the transition to the Full In-Person Model of Learning

CLOSED SESSION (Time_____)

1. Closed session regarding matters of personnel/employment/ 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 Kathleen Andoe-Nolind, 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 Kathleen Andoe-Nolind, Superintendent.

OPEN SESSION (Time_____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

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

Certificated:

- a. Ryan Wong, certificated substitute, effective March 1, 2021
- b. Rosalie McLucas, certificated substitute, effective March 1, 2021
- c. Employ Four (4) Certificated Categorical ESSER II Funded Temporary Teachers for the remainder of the 2020-2021 school year. These positions to be released for next year pursuant to section 44954 by Board action taken and notice given, before the end of this instructional school year.
 1. Rachel Marcy, effective March 8, 2021, column 1, step 1 (pending successful completion of pre-employment requirements)
 2. Maricela Almaraz, effective March 8, 2021, column 1, step 1 (pending successful completion of pre-employment requirements)
 3. Annie Peters, effective March 8, 2021, column 1, step 1 (pending successful completion of pre-employment requirements)
 4. Jeannette Torok, effective March 8, 2021, column 1, step 1 (pending successful completion of pre-employment requirements)
- d. Employ Eight (8) Categorical ESSER II Funded Interns for the remainder of the 2020-2021 school year. These positions to be released for next year pursuant to section 44929.21 by Board action and notice given at any time before the beginning of next school year.
 1. Kristen Barrera, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 2. Brittany Cox, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 3. Nyomi DeMello, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 4. Ayla Mann, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 5. Rosalie McLucas, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 6. Angelica Sanchez, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 7. Michaela Weston, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential
 8. Ryan Wong, effective March 8, 2021, column 1 step 1, pending successful completion of pre-employment requirements and issuance of an Intern Credential

ACTION_____MOTION_____SECOND_____VOTE_____

8. **Business Item**

- a. It is recommended the Memorandum of Understanding between the Palermo Union Elementary School District and Palermo Teachers Association regarding the transition to Full In-Person and 100% Distance Learning Model related to COVID-19 dated February 26, 2021 be approved.

ACTION_____MOTION_____SECOND_____ VOTE_____

REFERENCE #1

ADJOURNMENT (Time_____)

Memorandum of Understanding Between Palermo Union Elementary School District
And
Palermo Teachers Association

Transition to a Full In-person and 100% Distance Learning Model Related to COVID-19
February 26, 2021

The Palermo Union School District ("District") and the Palermo Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the impacts of transitioning to a Full In-person and 100% Distance Learning Instructional Model during the 2020-2021 school year related to COVID-19.

PUESD and PTA recognize there is an unprecedented need for flexibility, creativity and adherence to health and safety guidance in transitioning our schools to expanded in-person instruction while also offering a distance learning model as our schools remain open during the COVID-19 pandemic.

1. Safety

- The previously agreed to PUESD Safety Guidelines will be implemented. (see attached)
- PUESD Return to the Work Area Protocols: COVID-19, as indicated in the IIPP COVID-19 Addendum, will be implemented. (see attached)
- The COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year will be followed and implemented.
- The Guidance for Schools Regarding COVID-19 Infection and Exposure, as developed by BCPH, will be implemented and followed. (see attached)
- COVID-19 Surveillance Testing for all employees will be provided by the District.
- Facilitate opportunities for staff to access the COVID-19 vaccine.
- Staff will be provided with 3-ply surgical masks.
- Each classroom will be equipped with HEPA air filters/purifiers rated for the square footage of the room.
- Additional certificated staff, including resident teachers with intern credentials, will be recruited and hired to reduce class sizes in order to meet current social distancing requirements.

2. Work Conditions

- a. Unit members shall work from their school sites to deliver in-person instruction in a Full In-person Model. The Honcut School site will transition to the Full In-person Model on March 8, 2021. All other sites will transition to the Full In-person Model on March 10, 2021.
- b. Class sizes that maintain the ability for students to maintain social distancing of 4-6 feet from each other and for teachers to maintain a social distance of at least 6 feet from

students and other adults working in the room. In order to consistently follow this guidance all classes will have a soft cap of 16 and a hard cap of 18.

- c. Teachers may keep their current Blended Learning Model students even if the class size exceeds the negotiated hard cap of 18, if they are able to maintain all social distancing requirements listed in 2b.
- d. Students currently enrolled in the 100% Distance Learning Model will only be added to Full In-person Model as allowed by the negotiated hard classroom caps and social distancing requirements.
- e. The use of flex time will be granted on a case by case basis as determined and approved by the site administrator.
- f. On Friday March 5th, teachers will not be required to conduct or attend team meetings in order to provide preparation time for transition to the Full In-person Model. March 8th and March 9th will be distance learning only days for in-person students. In-person teachers will hold their morning zooms and have the remainder of the day available for prepping for the transition on to the Full In-person Learning Model on March 10th.
- g. Unit members may time card an additional 14 hours of time outside normal contract hours through March 25, 2021 to prepare for the transition to the Full In-Person Model.
- h. Upon the unit members request, district staff will assist the employee in creating a classroom floor plan that meets the guidance requirement of 4-6 feet of social distancing between students and at least 6 feet of social distancing between the teacher and students.
- i. If a unit member requests accommodations, due to medical reasons, the district will engage in the interactive process to determine whether or not the district can accommodate the request.
- j. The District will make every effort to assign unit members who need an accommodation due to medical reasons to a 100% distance learning assignment, however, the ability to grant this accommodation is dependent on the number of students choosing to remain on 100% distance learning.
- k. Requests for accommodations due to the unit members medical needs will be prioritized in order of seniority.
- l. Unit members assigned to a 100% distance learning assignment may be working with students from multiple grade levels.
- m. Unit members assigned to a 100% distance learning assignment may request to work remotely.
- n. Should the numbers of students participating in 100% distance learning decline so that it is necessary to close distance learning classrooms, it shall be done so in the order of least seniority.
- o. The contractual work day shall be 7:45 - 2:45.
- p. Unit members will have a 30 minute duty free lunch.
- q. Should the teacher and students of a Full In-Person Model class be placed on quarantine. The teacher, if not ill, will provide remote learning opportunities for their students through both synchronous and asynchronous learning activities.

- r. With pre-approval of the site administrator or their designee, Education Specialists may timecard up to 5 hours per week on an as needed basis in order to meet statutory timelines, manage current caseloads or provide services to both in-person and distance learning students.

3. LEAVES

- a. Unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in Article 13 of the Collective Bargaining Agreement ("CBA").
- b. In recognition of the expiration of the leave provisions of the Families First Coronavirus Response Act (FFCRA) unit members who are experiencing COVID-19 symptoms and are seeking a medical diagnosis or a unit member who has tested positive for COVID-19 or unit members who are placed on quarantine by a physician, or county medical agency, or the superintendent or their designee and are unable to work remotely, the District will provide unit members up to two weeks of paid sick leave (or a part-time unit member's two-week equivalent). This leave will be outside of the unit member's normal leave accrual. If FFCRA is extended or other state leave entitlements are enacted, the District will follow those provisions. If the unit member has previously used their two weeks (or two-week equivalent for a part-time unit member) prior to December 31, 2020, they will not be eligible for leave under this item. If the unit member has only partially used their two weeks of leave (or two-week equivalent for part-time unit members) prior to December 31, 2020 they will be eligible to use the remainder of that leave under this provision.
- e. Unit members continue to have all leave rights as outlined in the contract.
- f. Unit members may request a leave of absence as outlined in the contract.
- g. The District and Association recognize that unit members will face issues of leave such as illness and injury, unrelated to COVID in the course of the 2020-2021 school year. It also recognizes that finding a qualified substitute to perform unit members daily duties will prove difficult, and may be unnecessary considering teachers increased ability to telecommute and perform those duties remotely. In order to promote consistency and a sense of normalcy for parents and students, should a unit member be able to perform their daily duties remotely while experiencing issues of leave as outlined in Article 13 of the CBA their leave will not be deducted. When experiencing issues of leave as outlined in Article 13, unit members will notify their site administrator regarding the situation as soon as possible. Unit members telecommuting in this capacity would be expected to have an active Zoom meeting open for the duration of the in-person session. Should unit members not be able to perform their daily duties, their leave will be deducted.

4. Distance Learning

The District will work collaboratively with the Association to plan and implement distance learning and recognize that this model of education will require flexibility and creativity in

scheduling while meeting all distance learning requirements as mandated by SB 98/Education Code 43500-43511.

- a. In order to provide consistency for parents and students as part of the contracted day, unit members will work closely with site administrators, grade-level and site teams to streamline the distance learning process and establish effective partnerships with parents as needed.
- b. Unit members will expect and provide grades for the student work done to achieve the minimum daily minutes.
- c. Unit members will implement district programs such as Acellus, Zoom and Remind. In addition, they are also encouraged to provide appropriate supplemental lessons and/or learning activities that have the intention of promoting continuous learning while students are not meeting in-person. Daily duties will include the provision of academic and other supports designed to address the needs of students who are not performing at grade level or need support in other areas such as EL, pupils with exceptional needs, pupils in foster care, students experiencing homelessness, and students in need of mental health services. The pace of instruction shall be at the discretion of the teacher based on the needs of their students.
- d. Unit members will provide daily live interaction with students for the purposes of instruction, progress monitoring, and maintaining school connectedness.
- e. Daily live interaction may take the form of internet, telephonic communication, and/or other means permissible under any state or local guidance.
 1. Daily live interaction shall be designed to meet the needs of students.
 2. If daily live interaction is not feasible or proves to be unsuccessful as part of regular instruction, the District shall develop an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness in consultation with and based on meaningful input from students, parents, and the Association.
- f. The parties agree to confer regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide an equitable and appropriate education for our students with special needs.
 - Special education teachers may modify any lessons and/or modify any lesson or learning activity to meet the IEP requirements. They may accommodate, and/or adapt a lesson to meet the needs of students' IEP in a digital learning environment and ensure that lessons and activities are appropriate as documented in the student's IEP.
 - Digital or other options to meet and collaborate on a student's IEP could be triggered and implemented during distance learning.
 - Education specialists and case managers shall communicate distance learning plans for their students to parents.
- g. Related Service Providers (Speech Therapist, School Counselor, etc.) will prepare appropriate distance learning activities and/or serve in a special capacity to meet student/family needs.
- h. If a distance learning teacher's classroom is being utilized to create a new in-person

classroom, the displaced DL teacher will be provided two days of comp time to put their classroom back together when we are able to return a normal instructional model on a case by case basis and as determined by the site administrator and teacher and/or teacher representative.

5. Full In-person Model

a. Full In-Person Model student daily schedule will be as follows:

- 7:45 - 8:15 Arrival and breakfast at all sites
- 8:15 - 1:15 Helen Wilcox School Instructional Day (includes recess and lunch)
- 8:15 - 1:00 Golden Hills School Instructional Day (includes recess and lunch)
- 8:15 - 12:45 Palermo School Instructional Day (includes lunch and snack break)

Student Dismissal Window*:

- Helen Wilcox School: 1:15 - 1:30
- Golden Hills School: 1:00 - 1:15
- Palermo School: 12:45 - 1:00

	Monday	Tuesday	Wednesday	Thursday	Friday
All Students	In-Person Instruction	In-Person Instruction	In-Person Instruction	In-Person Instruction	In-Person Instruction

b. Full In-Person Model teacher work day schedule will be as follows:

	Monday - Friday
All Sites 7:45-8:15	<ul style="list-style-type: none"> • Student Supervision in Classrooms
Helen Wilcox 8:15-1:15 Golden Hills 8:15-1:00 Palermo 8:15-12:45	<ul style="list-style-type: none"> • In-person Instruction • 30 minute duty free lunch
Helen Wilcox 1:15-1:30 Golden Hills 1:00-1:15	<ul style="list-style-type: none"> • Dismissal Procedure

Palermo 12:45-1:00	<ul style="list-style-type: none"> Dismissal Procedure continued...
Helen Wilcox 1:30- 2:45 Golden Hills 1:15-2:45 Palermo 1:00-2:45	Teacher's are not limited to, but may choose to engage in any of these examples during this time: <ul style="list-style-type: none"> Student Support Prep Planning Collaboration Meetings Small group intervention Professional development Creation of lessons to close the "learning gap" resulting from the pandemic.

- c. Should a teacher experience COVID-19 like symptoms, but be able to perform their duties remotely, they will be granted work flexibility without a deduction of leave.
- d. Should a teacher need to care for someone living in their home for reasons related to COVID-19, but be able to perform their duties remotely, they will be granted work flexibility without a deduction of leave.
- e. Should a teacher be placed on quarantine due to COVID-19 by a medical professional, or as directed by the superintendent or designee, but be able to perform their duties remotely, they will be granted work flexibility without a deduction of pay.
- f. Should a unit member be working remotely due to any of the reasons listed in 5c-5e it is expected that the unit member would have an active Zoom meeting open for the duration of the in-person session.

5. EVALUATIONS

- a. Permanent unit member evaluations shall be paused for the duration of the 2020-2021 school year.
- b. Probationary unit members shall be evaluated according to the contract.

6. ONGOING COLLABORATION

- a. In the event the State of California directs alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
- b. The parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

7. TERM

The Full In-person and 100% Distance Learning Instructional Models indicated in the MOU will be maintained from March 8, 2021 until the end of the 2020-2021 school year even if the current State of Emergency is lifted.

This MOU resolves the negotiable effects of transitioning to a Full In-person and 100% Distance Learning Instructional Model due to the coronavirus (COVID-19). This MOU expires on the last contract day of the 2020-2021 school year. The District and/or Association reserve the right to negotiate any additional impacts in the 2020/21 school year. This MOU may be extended upon mutual agreement of the Parties.

For the District:

Date:

For the Association:

Date: