

**PALERMO UNION
SCHOOL DISTRICT**

7390 Bulldog Way
Palermo, CA 95968-9700
(530) 533-4842
Fax (530) 532-1047

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
Fax (530) 742-2955
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

An Equal Opportunity Employer

SPECIAL BOARD MEETING AGENDA

January 11, 2018

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

4:30 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_____

CLOSED SESSION (Time_____)

Closed session for the purpose of discussing Student Matters/Discipline, in accordance with Education Code Sections 48918 and 35146, regarding Expulsion Case No. 01/13/04, ID#181230.

OPEN SESSION (Time_____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTIONS ITEMS

- 5. Action on Expulsion Case No. 01/13/04, ID# 181230.
 - a. Action No. 1 - Finding of Fact.

ACTION____MOTION____SECOND____ VOTE_____

- b. Action No. 2 – Action Pending Expulsion.

ACTION____MOTION____SECOND____ VOTE_____

CLOSED SESSION (Time _____)

Closed session for the purpose of discussing Student Matters/Discipline, in accordance with Education Code Sections 48918 and 35146, regarding Expulsion Case No. 10/12/07 ID#207900

OPEN SESSION (Time _____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTIONS ITEMS

6. Action on Expulsion Case No. 10/12/07, ID#207900.

a. Action No. 1 - Finding of Fact.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

b. Action No. 2 – Action Pending Expulsion.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

CLOSED SESSION (Time _____)

Closed session for the purpose of discussing Student Matters/Discipline, in accordance with Education Code Sections 48918 and 35146, regarding Expulsion Case No. 08/09/04, ID#182404.

OPEN SESSION (Time _____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTIONS ITEMS

7. Action on Expulsion Case No. 08/09/04, ID#182404.

a. Action No. 1 - Finding of Fact.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

b. Action No. 2 – Action Pending Expulsion.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

8. **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.

9. **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].

10. **Staff Reports/Business Items.**

- a. It is recommended the contract between Ninja Coalition and Palermo Union School District for American Ninja Warrior assemblies at Helen Wilcox School on December 7, 2017 in the amount of \$950.00 be approved.

REFERENCE #

ACTION____MOTION____SECOND____ VOTE_____

- b. It is recommended the contract between Ninja Coalition and Palermo Union School District for American Ninja Warrior assemblies at Palermo School on December 6, 2017 in the amount of \$950.00 be approved.

REFERENCE #

ACTION____MOTION____SECOND____ VOTE_____

CLOSED SESSION (Time _____)

- 1. Closed session regarding matters of personnel/employment/retirement(director of maintenance and operations) 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

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

Classified Management/Confidential:

- a. Jim Tyler, Director of Maintenance, Operations and Transportation, retirement, effective February 25, 2018

ACTION____MOTION____SECOND____ VOTE_____

ADJOURNMENT (Time _____)

APPEARANCE AGREEMENT

This **APPEARANCE AGREEMENT** (the "Agreement") is made by and between Palermo Union School District (hereinafter referred to as "Purchaser"), UH Holdings, LLC dba Ninja Coalition, (hereinafter referred to as "Manager") on behalf of Maggi Thorne, Daniel Gil, Jonathan Horton, and Kevin Carbone (hereinafter referred to as "The Athletes").

Appearance Terms

The **DATE OF THE EVENT** (as defined below) when The Athletes (all or a combination of those mentioned above) will appear pursuant to this Agreement is December 7, 2017.

The **EVENT**: Butte County Ninja School Challenge;

The **PLACES OF EVENTS**: Helen Wilcox Elementary School

The **HOURS OF ENGAGEMENT**: (2 Assemblies) 1:00pm and 2:00pm

The total **ENGAGEMENT FEE**: $\$475 \times 2 = \950 Total

The Purchaser will cause to be deposited via check into Manager's account a sum equaling half of the Engagement Fee, in no event less than Nine Hundred Fifty Dollars (\$950) by or before January 20, 2017;

In the event of cancellation by the Purchaser at no fault of The Athletes, the deposit will be forfeited and is non-refundable. If The Athletes fail to appear for the Event at no fault of Purchaser and for any reason other than those described under the Non-Performance Section of this Agreement below, any prepaid amount of the Engagement Fee shall be refunded to Palermo Union School District;

TERMS AND CONDITIONS

NAME AND LIKENESS RIGHTS

The Athletes agree that Purchaser may use The Athletes' names, pictures, photographs and other life-likeness only in connection with the advertising and publicizing of the Event hereunder, but such use shall not be as an endorsement of any product or service. Such rights shall extend and continue in effect only during the period beginning with the execution of this Agreement and continuing during and throughout the term of this Agreement (e.g., until the Event concludes).

NON-PERFORMANCE

In event of sickness or of accident to The Athletes, or if a performance is prevented, rendered impossible or infeasible, by any or regulation of any public authority or bureau, act of God, civil tumult, strike, epidemic, interruption in or delay or transportation services, war conditions or emergencies, or any cause beyond the control of The Athletes or Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this Agreement, and The Athletes' obligations as to such performance shall be deemed waived, except The Athletes shall be entitled to be paid pro-rata for any performance rendered prior to any such unforeseen event.

INSURANCE AND INDEMNIFICATION

Purchaser shall obtain and maintain, during the term of this Agreement, accident and public liability insurance holding The Athletes harmless and indemnify The Athletes for any and all persons who may suffer personal injury or property damage during or incidental to any performance given under this Agreement. Notwithstanding anything to the contrary, Purchaser shall not be liable for any injury or damage incurred by The Athletes as a result of their appearances or performances at the Event unless as a direct result of Purchaser's intentional or negligent act.

LIABILITY

Nothing herein contained shall ever be construed to constitute the parties hereto as a partnership or joint venture, or that The Athletes shall be liable in whole or in part, for any obligation that may be incurred by Purchaser and Purchaser while carrying out any of the provisions herein or otherwise. In no event shall either Palermo Union School District or The Athletes be liable to the other for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations or loss of profits, even if advised of the possibility of such damages.

MISCELLANEOUS

This constitutes the sole, complete and binding Agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument signed by the parties. This Agreement cannot be assigned or transferred without the written consent of either party. Nothing in this Agreement shall require the commission of any act contrary to law, rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder; or any element thereof. If any conflict should arise in any of the provisions of this Agreement, such law, rule or regulation, shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict and any party executing this Agreement on Purchaser's behalf warrants his authority to do so.

THE PARTIES SET FORTH BELOW, CONFIRM THAT THEY EACH HAVE READ AND APPROVED ALL OF THE PROVISIONS AS SET FORTH HEREIN:

DATED THIS 5 day of Jan, 2018

BY:



Kevin W. Crye
UH HOLDINGS, LLC
AS REPRESENTATIVE FOR THE ATHLETES

DATED THIS ___ day of _____, 2018

BY:



Dr. Bryan Caples
PALERMO UNION SCHOOL DISTRICT

APPEARANCE AGREEMENT

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Appearance Terms

The **DATE OF THE EVENT** (as defined below) when The Athletes (all or a combination of those mentioned above) will appear pursuant to this Agreement is December 6, 2017.

The **EVENT**: Butte County Ninja School Challenge;

The **PLACES OF EVENTS**: Palermo Elementary School

The **HOURS OF ENGAGEMENT**: (2 Assemblies) 1:00pm and 2:10pm

The total **ENGAGEMENT FEE**: \$475 X 2 = \$950 Total

The Purchaser will cause to be deposited via check into Manager's account a sum equaling half of the Engagement Fee, in no event less than Nine Hundred Fifty Dollars (\$950) by or before January 20, 2017;

In the event of cancellation by the Purchaser at no fault of The Athletes, the deposit will be forfeited and is non-refundable. If The Athletes fail to appear for the Event at no fault of Purchaser and for any reason other than those described under the Non-Performance Section of this Agreement below, any prepaid amount of the Engagement Fee shall be refunded to Palermo Union School District;

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In event of sickness or of accident to The Athletes, or if a performance is prevented, rendered impossible or infeasible, by any or regulation of any public authority or bureau, act of God, civil tumult, strike, epidemic, interruption in or delay or transportation services, war conditions or emergencies, or any cause beyond the control of The Athletes or Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this Agreement, and The Athletes' obligations as to such performance shall be deemed waived, except The Athletes shall be entitled to be paid pro-rata for any performance rendered prior to any such unforeseen event.

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Purchaser shall obtain and maintain, during the term of this Agreement, accident and public liability insurance holding The Athletes harmless and indemnify The Athletes for any and all persons who may suffer personal injury or property damage during or incidental to any performance given under this Agreement. Notwithstanding anything to the contrary, Purchaser shall not be liable for any injury or damage incurred by The Athletes as a result of their appearances or performances at the Event unless as a direct result of Purchaser's intentional or negligent act.

LIABILITY

Nothing herein contained shall ever be construed to constitute the parties hereto as a partnership or joint venture, or that The Athletes shall be liable in whole or in part, for any obligation that may be incurred by Purchaser and Purchaser while carrying out any of the provisions herein or otherwise. In no event shall either Palermo Union School District or The Athletes be liable to the other for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations or loss of profits, even if advised of the possibility of such damages.

MISCELLANEOUS

This constitutes the sole, complete and binding Agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument signed by the parties. This Agreement cannot be assigned or transferred without the written consent of either party. Nothing in this Agreement shall require the commission of any act contrary to law, rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder; or any element thereof. If any conflict should arise in any of the provisions of this Agreement, such law, rule or regulation, shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict and any party executing this Agreement on Purchaser's behalf warrants his authority to do so.

THE PARTIES SET FORTH BELOW, CONFIRM THAT THEY EACH HAVE READ AND APPROVED ALL OF THE PROVISIONS AS SET FORTH HEREIN:

DATED THIS 5 day of JUN, 2018

BY: 
Kevin W. Crye
UH HOLDINGS, LLC
AS REPERESNTATIVE FOR THE ATHLETES

DATED THIS ___ day of _____, 2018

BY: 
Dr. Bryan Caples
PALERMO UNION SCHOOL DISTRICT