

# 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  
William Bynum  
Susan Short  
Loretta Long  
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

## BOARD MEETING AGENDA

September 5, 2018

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

**School Tours – Helen Wilcox and Golden Hills 4:00pm**  
**Approximate meeting start time 5:00 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].

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 August 15, 2018 Regular Board Meeting.

b. Surplus and Obsolete Requests.

Requests to declare surplus/obsolete equipment and District property be approved and the Superintendent be directed to dispose of said equipment and property, according to the appropriate method, including disposal, as per Education Code Sections 60500-01, 60510-11, 60520-21, 60530, and Board Policy #3270. Surplus/Obsolete Items (which may include disposal of surplus property in the local dump or donation to a charitable organization due to value of such property not defraying the cost of its sale. All items below are valued at less than \$2,500).

Surplus/Obsolete Items:

Note: Paperwork on these items is available at the District Office for review.

- (4) Tables #012072, 3800631, 3800771, 3801231
- Computer Desk #011552
- Television #010542
- Imac Keyboard #00268
- Imac Monitor #002567
- Imac Computer, keyboard & mouse #002565, 002575
- HP Printer #001742
- Gateway Laptop #002010
- Turning Point Clickers #001742
- Gateway Laptop #001796
- Gateway Laptop #001660
- I Micro Speakers #3600, #3601

**Reports**

c. Events Calendar.

REFERENCE #1

d. Donation from Bruce Wristen of school supplies with a value of \$50 to Helen Wilcox School.

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 the contract between Palermo Union School District and Discovery Education at Helen Wilcox from July 1, 2018 through June 30, 2019 in the amount of \$1,275 be approved.  
*(included in 18-19 budget).*

REFERENCE #2

ACTION \_\_\_\_\_ MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

- b. It is recommended the memorandum of understanding between Palermo Union School District and Butte County Office of Education for the After School Education and Safety (ASES) Program Grant for the 2018-2019 school year be approved.  
*(included in 18-19 budget).*

REFERENCE #3

ACTION \_\_\_\_\_ MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

- c. Discussion of Inter-District process.
- d. California School Employees Association, Bargaining Unit 366.  
(Comments from CSEA, if any, to the Governing Board.)
- e. Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).  
(Comments from PTA, if any, to the Governing Board.)

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

11. **Correspondence.**

12. **Superintendent's Reports.**

- a. CAASPP Scores
- b. Student Safety
- c. LCAP Goals

13. **Board Items.**

**CLOSED SESSION** (Time\_\_\_\_\_)

1. Closed session regarding matters of personnel/employment/ resignation (teacher, instructional aide, substitute instructional aide, instructional aide child development, superintendent) 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. Tami Wood, after school tutor, Palermo School, effective August 15, 2018
- b. Sara Higgins, after school tutor, Palermo School, effective August 1,5 2018
- c. Chelsea Smith, after school tutor, Golden Hills, effective August 15, 2018
- d. Victor Borquez, resign as after school tutor, effective August 15, 2018
- e. Kelsi Greathouse, cross country co-coach, Palermo, effective August 15, 2018
- f. Rainbow Walker, cross country co-coach, Palermo, effective August 15, 2018
- g. Megan White, cross country co-coach, Palermo, effective August 15, 2018
- h. Kimberly Solano, cross country co-coach, Palermo, effective August 15, 2018
- i. Sara Higgins, drill instructor, Palermo, effective August 15, 2018
- j. Carrie Cotter, yearbook 6, 7, 8, Palermo, effective August 15, 2018
- k. Victoria Brothers, cross country (spring only), Helen Wilcox, effective August 15, 2018
- l. Emily Pendell, technology coordinator, Palermo School, resignation, effective August 22, 2018

14. **Personnel – Recommendation: Approval.** (continued)

**Classified:**

- m. Alyssa Tomlinson, instructional aide, class 4, step 1, 3.5 hours, Helen Wilcox, effective September 6, 2018
- n. Raeanne Barth, instructional aide, class 4, step 1, 3.5 hours, Helen Wilcox, effective September 6, 2018

**Child Development Program:**

- o. Rosalba Juarez, instructional aide, resignation, effective September 8, 2018
- p. Tory Stepp, substitute instructional aide, class 4, step 1, effective August 22, 2018
- q. Tory Stepp, instructional aide child development, class 4, step 1, 3.75 hours, Palermo Preschool, effective September 6, 2018
- r. Karina Garcia, substitute instructional aide child development, class 4, step 1, effective August 13, 2018
- s. Karina Garcia, instructional aide child development, class 4, step 1, 3.75 hours, Helen Wilcox Preschool, effective September 6, 2018

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_ VOTE\_\_\_\_\_

**ADJOURNMENT** (Time\_\_\_\_\_)

**REGULAR BOARD MEETING**

1. President Debbie Hoffman called the meeting to order at 5:00 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, Kathleen Andoe-Nolind, 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:**

Kristi Robinson, Principal, said the Golden Hills Steam Night will be October 24, 2018 from 5:00pm – 6:30pm. She asked the board to BBQ again this year.

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.

**Action Items**

- a. Minutes of August 1, 2018 Regular Board Meeting.

**REGULAR BOARD MEETING****7. CONSENT AGENDA****Action Items****b. Surplus and Obsolete Requests:**

CPU/Display IMAC #259  
CPU/Display Apple IMAC #491  
CPU/Monitor Apple IMAC 5  
Cassette Optimus #1069  
CD Player Optimus #1071  
Keyboard Apple IMAC #1150  
Keyboard Apple IMAC #1162  
Keyboard Apple #1459  
CPU/Monitor Apple EMAC #1530  
CPU/Monitor Apple EMAC #1538  
Laptop Gateway #1661  
Printer HP #1742  
CPU/Monitor IMAC 17" #2641  
CPU/Monitor IMAC 17" #2643  
Keyboard Apple #2646  
CPU/Monitor Apple #2780  
Keyboard Apple #2986  
CPU/Monitor IMAC #3043  
Keyboard Apple #3044  
Scanner Brother #3204  
CPU/Display IMAC 17" #3303  
Keyboard IMAC #3304  
CPU/Display IMAC 17" #3334  
(3) Keyboard IMAC # 3337, 3339, 3341  
CPU/Display IMAC 17" #3344  
Keyboard IMAC #3345  
CPU/Display IMAC 17" #3346  
Keyboard IMAC #3347  
CPU/Display IMAC 17" #3348  
Keyboard IMAC #3349  
CPU/Display IMAC 17" #3350  
CD Player Magnavox #10998

**Reports**

- c. Events Calendar
- d. Palermo Account ledger, June 1, 2018 – June 29, 2018
- e. Quarterly Report on Williams Uniform Complaints [Education Code 35186] is presented for information. No complaints were filed with any School in the district during the quarter indicated (April, May, and June 2018)

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

There were no items removed from the consent agenda.

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

- a. A motion was made by Susan Short, seconded by Loretta Long recommending the contract between Palermo Union School District and Sterling Lynn DeArmond for Interest Based Bargaining (IBB) Facilitator Service for the 2018/2019 school year be approved. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- b. A motion was made by Susan Short, seconded by Loretta Long, recommending to not open the District Improvement Grants fall window. Debbie Hoffman, Loretta Long, Susan Short, William Bynum and Jessica King voted aye. Motion unanimously carried.
- c. There were no comments from the California School Employees Association Bargaining Unit 366.
- d. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

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

None

**11. Correspondence.**

None

**12. Superintendent's Reports.**

Dr. Bryan Caples, reported on enrollment numbers for the first day of school. He also discussed the potential impact to enrollment as Oroville City Elementary District has a new superintendent who does not want to routinely approve outgoing interdistrict transfers.



**REGULAR BOARD MEETING****13. Board Items.**

William Bynum asked to have a report on the next agenda regarding the interdistrict process.

Susan Short asked if there were plans to replace the sand in the preschool sandbox at Helen Wilcox preschool. Kathleen Andoe-Nolind, Director of Special Programs, said that it was currently not in the scope of work, but she would look into it more.

Debbie Hoffman said the traffic was horrible during drop off for the first day. Dr. Caples said they will be monitoring it over the next few days to see if any adjustments need to be made.

**CLOSED SESSION**

1. The Board recessed into closed session at 5:30p.m. regarding matters of personnel/employment/retirement (yearbook advisor, certificated substitute, instructional aide, bus driver, substitute Custodian, substitute bus driver, substitute instructional aide) 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 5:57p.m.

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION**

No action was taken in closed session.

**REGULAR BOARD MEETING****ACTION ITEMS****14. Personnel – Recommendation: Approval.**

A motion was made by Susan Short, seconded by Loretta Long, recommending 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. Stefanie McCoy, yearbook advisor 6, 7, 8, resignation, effective August 13, 2018
- b. James Huie, certificated substitute, effective August 8, 2018
- c. Jamie Chapman, certificated substitute, effective August 9, 2018

**Classified:**

- d. Christina Williams, instructional aide, Palermo School, resignation effective August 2, 2018
- e. Christina Williams, bus driver, transportation, resignation effective August 2, 2018
- f. Esmerelda Valenzuela-Robles, substitute custodian, class 12, step 1, effective July 9, 2018
- g. Patricia Corcoran, substitute bus driver, class 16, step 1, effective August 15, 2018
- h. Shawna Smith, instructional aide, resignation, effective August 9, 2018
- i. Raeanne Barth, substitute instructional aide, class 4, step 1, effective August 9, 2018
- j. Alyssa Tomlinson, substitute instructional aide, class 4, step 1, effective August 9, 2018

**Child Development Program:**

- k. Karina Garcia, substitute instructional aide child development, class 4, step 1, effective August 9, 2018

**ADJOURNMENT**

President Debbie Hoffman declared the meeting adjourned at 5:57p.m.

Respectfully submitted,

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

## EVENTS CALENDAR

September 5, 2018	Regular Board Meeting School Tour – Helen Wilcox/Golden Hills	<i>Time Amended</i> <i>School Tours 4:00pm HW</i> <i>5:00pm Meeting@ DO</i>
September 6, 2018	Superintendent's/Principal Awards	<i>Golden Hills</i> <i>9:30-10:45am @ HW cafeteria</i>
September 7, 2018	Superintendent's/Principal Awards	<i>Palermo</i> <i>6<sup>th</sup> -8:30 ; 7<sup>th</sup> 9:00</i> <i>8<sup>th</sup> – 9:30</i>
September 7, 2018	Grandparents' Day	<i>HW –</i> <i>GH – 8:00-8:35am</i>
September 12, 2018	Parent Education Night Topic: Technology and Social Media ( <i>dinner &amp; childcare</i> )	<i>Palermo Cafeteria</i> <i>5:00-6:30pm</i>
September 15, 2018	Palermo Community Festival Theme: Honoring Our Veterans	<i>Palermo</i> <i>9:00am</i>
September 19, 2018	Regular Board Meeting School Tour - Palermo	<i>Time Amended</i> <i>5:00pm</i>
September 25-28, 2018	5 <sup>th</sup> Grade High Sierra Environmental Camp	
October 1 – 5, 2018	Intersession	<i>No School – students,</i> <i>teachers</i>
October 17, 2018	Regular Board Meeting	<i>Time Amended</i> <i>5:00pm</i>
October 24, 2018	STEAM Night	<i>Golden Hills</i> <i>5:00-6:30pm</i>
November 7, 2018	Regular Board Meeting	<i>Time Amended</i> <i>5:00pm</i>
November 12, 2018	Veterans Day	<i>No School – students,</i> <i>teachers, staff</i>
November 16, 2018	Palermo School 6 <sup>th</sup> Grade Reward Day - Bowling	
November 19-23, 2018	Thanksgiving Break	<i>No school – students, teachers</i> <i>(staff 22<sup>nd</sup>, 23<sup>rd</sup>)</i>
December 5, 2018	Regular Board Meeting Organizational Meeting	<i>Time Amended</i> <i>5:00pm</i>
December 12, 2018	Parent Education Night Topic: Adverse Childhood Experiences( <i>dinner &amp; childcare</i> )	<i>Palermo Cafeteria</i> <i>5:00-6:30pm</i>
December 19, 2018	Regular Board Meeting	<i>Time Amended</i> <i>5:00pm</i>
December 21, 2018 – January 4, 2019	Christmas Break	<i>No school – students, teachers</i> <i>(staff 24<sup>th</sup>, 25<sup>th</sup> 1<sup>st</sup>)</i>
January 31, 2019	Egyptian Tomb Night	<i>Palermo</i> <i>6:00-7:00pm</i>

Revised: 8/21/18 cc: L. Davis; D. Dudley; C. Wiemers; M. Tello; L. Davis; R. Anaya; K. Ray



**Subscriber Agreement ("Agreement")  
made 08/21/2018 between Discovery Education, Inc. ("Discovery") and  
PALERMO UNION ELEMENTARY SCHOOL DISTRICT, CA ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming Plus as set forth in the Subscription Services Terms of Use located at [http://www.discoveryeducation.com/aboutus/terms\\_of\\_use.cfm](http://www.discoveryeducation.com/aboutus/terms_of_use.cfm), as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 07/01/2018 through and including 06/30/2019.
3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Number of Schools	Service Description	Price per Year	Discounted Price per Year	Total
1	Discovery Education Streaming Plus K-8 License	<b>\$2,600.00</b>	\$1,275.00	\$1,275.00
			<b>Total</b>	<b>\$1,275.00</b>

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. Subscriber may add schools in the district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, (ii) Discovery's Data Security Policy attached hereto as Exhibit B, and (iii) Exhibit C.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



- 8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
- 9. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
- 10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

PALERMO UNION ELEMENTARY SCHOOL  
DISTRICT

DISCOVERY EDUCATION, INC.

By: \_\_\_\_\_  
(Signature Required)

By: \_\_\_\_\_  
(Signature Required)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT**

Billing Entity: \_\_\_\_\_

Billing Entity Address: \_\_\_\_\_

\_\_\_\_\_

Billing Entity Phone Number: \_\_\_\_\_

**Ref. No. Q-00142813**



**EXHIBIT A  
LICENSED SCHOOLS**

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS
HELEN M WILCOX ELEMENTARY SCHOOL	5737 AUTREY LN, OROVILLE, CA, 95966-7278	K - 03	532

Please add additional pages as necessary

**RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT**

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



**EXHIBIT B**  
**DISCOVERY EDUCATION, INC. DATA SECURITY POLICY**

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

**I. DEFINITIONS**

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

**II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION**

**Basic Privacy Protections**

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

### **Information Security Risk Assessment**

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

#### **1. Administrative Safeguards**

- a. **Sanctions:** Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. **System Monitoring:** Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. **Security Oversight:** Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. **Appropriate Access:** Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. **Employee Supervision:** Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. **Access Termination:** Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

#### **2. Physical Safeguards**

- a. **Access to PII:** Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. **Awareness Training:** On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. **Incident Response Plan:** Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.





- d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
  - e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
  - f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
  - g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.
3. Technical Safeguards
- a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
  - b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
  - c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

#### **Security Controls Implementation**

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

#### **Security Monitoring**

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

#### **Security Process Improvement**

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

#### **Audit**

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

#### **Breach Remediation**

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.



If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

### **Personnel Security Policy Overview**

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.



**EXHIBIT C  
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

**WHEREAS**, Subscriber and Discovery entered into an Agreement dated 8/21/2018 for the digital curriculum service known as Discovery Education Streaming Plus ("Agreement");

**WHEREAS**, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**NOW, THEREFORE**, the Parties agree as follows:

1. Any Pupil Records <sup>1</sup> that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

<sup>1</sup> Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.



August 2018

**Tim Taylor**  
Superintendent

Dear Superintendent:

**Michelle Zevely**  
Assistant  
Superintendent

I recently had the opportunity to update the MOU required for this school year (2018-2019) 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**  
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.

The in-kind dollar amount for your snack/supper contribution is calculated utilizing the following reimbursement rates. The state allows us to calculate this figure by utilizing the actual attendance figures from the previous year and multiplying that figure by .91 cents (snack). If your site participates in the Supper Meal Program then we multiply by \$3.31.

Please feel free to make changes or revisions to the attached copy, and do not 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.

Best Regards,

Julie Jarrett

Attachment: 2018-2019 MOU

**Tammy Long**  
Senior  
Administrative  
Assistant

**Board of  
Education**

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

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.

<b>Facility Usage Amount:</b>	\$ 31,660
<b>Custodial Services Amount:</b>	\$ 69,840
<b>Snack Administration:</b>	\$ 41,273
<b>Support Staff:</b>	\$ 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.).	
<b>Administration:</b>	\$ 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.	
<b>In-kind dollar amount of program support:</b>	<b>\$ 200,273</b>

Terms

The terms of this MOU shall commence on July 1, 2018, and shall extend through June 30, 2019. 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 91 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.