

PALERMO UNION SCHOOL DISTRICT

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

Superintendent
Kathleen Andoe-Nolind

Board of Trustees
Debbie Hoffman
Jessica King
Loretta Long
William Bynum
Cody Nissen

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
Heather Scott, 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 Napoli, Principal

An Equal Opportunity Employer

BOARD MEETING AGENDA

May 13, 2020

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

5:00 p.m. (Closed Session)

ZOOM MEETING INVITATION (Approx 5:15pm)

<https://us04web.zoom.us/j/78587629138?pwd=WXRXVHlJWmt5N05HYUFLQTM3UkhyQT09>

Meeting ID: 785 8762 9138

Password: 9RFSrZ

[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. 01/19/07, ID# 186545

OPEN SESSION (Time _____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

5. Action on Expulsion Case No. 01/19/07, I.D. No. 186545.

- a. Action No. 1 - Finding of Fact.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- b. Action No. 2 – Readmission to Palermo School

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. 02/06/07, ID# 186564

OPEN SESSION (Time_____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

6. Action on Expulsion Case No. 02/06/07, I.D. No. 186564

a. Action No. 1 - Finding of Fact.

ACTION____MOTION____SECOND____ VOTE_____

b. Action No. 2 – Readmission to Palermo School

ACTION____MOTION____SECOND____ VOTE_____

7. **Tell Me Something Good – *Site and Student Recognition***

a. Rainbow Walker had her baby girl on April 20th. Celistine Carol Walker
7 lbs, 12 oz and 21 inches long.

b. The State Theatre in Oroville is currently running all of the names of
8th Grade graduates on the marquee.

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. **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 April 8, 2020 Regular Board Meeting.

Reports

- b. Palermo Account Ledger, February 29, 2020 to March 31, 2020
REFERENCE #1
- c. Donation from the Nikki Lee Anderson Trust in the amount of \$1,000 for the 2020 Nikki Anderson Scholarship .
- d. Donation from Box Tops for Education in the amount of \$107.90 to Helen Wilcox School.
- e. Donation from Cal Java Coffee Shop, of treats and gift cards to the Golden Hills staff.
- f. Donation from Golden Apple Insurance of 3 Kindles to Golden Hills School.

CONSENT AGENDA APPROVAL:

ACTION____MOTION____SECOND____VOTE_____

11. **ITEMS REMOVED FROM CONSENT AGENDA**

a. ACTION____MOTION____SECOND____VOTE_____

b. ACTION____MOTION____SECOND____VOTE_____

12. **Staff Reports/Business Items.**

- a.. Budget presentation by Ruthie Anaya, Chief Business Official
- b. Discussion and action regarding a compensation increase of 3%, retroactive to July 1, 2019, for Kathleen Andoe-Nolind, Superintendent, be approved.

ACTION____MOTION____SECOND____VOTE_____

- c. Discussion and action regarding a compensation increase of 3%, retroactive to July 1, 2019, for Ruth Anaya, Chief Business Official, be approved.

ACTION____MOTION____SECOND____VOTE_____

- d. Discussion of graduation.
- e. Discussion of End of Year BBQ
- f. Board compensation/benefits discussion
- g. Discussion regarding the purchase of generators with USDA partial funding.
- h. It is recommended Board Resolution No 20-02, Close Helen Wilcox Project Fund be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #2

- i. It is recommended Board Resolution No 20-03, New ASB Fund for Associated Student Body Special Revenue Fund be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #3

- j. It is recommended Board Resolution No 20-04, Temporary Borrowing be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #4

- k. It is recommended Board Resolution No 20-05, End of Year Transfers be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #5

12. **Staff Reports/Business Items (continued)**

- I. It is recommended the Memorandum of Understanding between Butte County Office of Education and Palermo Union School District for Meal Service during COVID-19 Closure be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #6

- m. It is recommended the revised Memorandum of Understanding between California State Employees Association and Palermo Union School District for Coronavirus Response be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #7

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

13. **Board Policies and Administrative Regulations.**

14. **Correspondence.**

15. **Superintendent's Reports.**

- a. 2020-2021 Start of School Year

16. **Board Items.**

- a. Addition of Special Board Meeting on May 27, 2020
- b. Cancel Regular Board Meeting on June 10, 2020
- c. Add Special Board Meeting on June 17, 2020

CLOSED SESSION (Time_____)

- 1. Closed session regarding matters of personnel/employment/ resignation/retirement 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

17. **Personnel – Recommendation: Approval.** (Pending successful completion of pre-employment requirements.) **Due to COVID-19, there is a delay in scheduling fingerprinting for DOJ verification for these candidates.**

Certificated:

- a. Calie Varnell, Speech Language Pathologist, district wide, column III, step 10, effective August 10, 2020.
- b. Amy Andracchio, 6th grade ed specialist, Palermo School, column III, step 6, effective August 10, 2020

ACTION _____ MOTION _____ SECOND _____ VOTE _____

ADJOURNMENT (Time _____)

REGULAR BOARD MEETING

1. Due to the Coronavirus crisis and social distancing guidelines, remote access was provided for Board Members and the Public to call in via 1-425-436-6358, Access Code 650981. President Debbie Hoffman called the meeting to order at 5:03p.m.
2. President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Jessica King, Loretta Long and Cody Nissen. William Bynum called in remotely to participate in the meeting.

Others present were: Kathleen Andoe-Nolind, Ruthie Anaya, and Cindy Daniluke. No one from the public called in to the meeting.

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

Action Items

- a. Minutes of March 11, 2020 Regular Board Meeting.
- b. Minutes of March 15, 2020 Emergency Board Meeting
- c. Surplus and Obsolete Requests
1990 Thomas Bus #2272

REGULAR BOARD MEETING**7. CONSENT AGENDA (continued)****Reports**

- d. 2020 District-Wide Discipline Report February 2020
- e. Enrollment Reports for Month Six and Seven
- f. Donation from Roplast Industries of 5 cases of plastic bags for the lunch distribution program

8. ITEMS REMOVED FROM CONSENT AGENDA

There were no items removed from the consent agenda.

9. Staff Reports/Business Items.

- a. Informational Item Only: Public Disclosure of Tentative Agreement with Palermo Teachers' Association (PTA)
- b. Informational Item Only: Public Disclosure of Tentative Agreement with California School Employees Association Palermo Chapter #366 (CSEA Palermo Chapter #366).
- c. A motion was made by Loretta Long, seconded by Jessica King recommending the tentative agreement with Palermo Teachers' Association be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- d. A motion was made by Loretta Long, seconded by Jessica King recommending the tentative agreement with California School Employees Association be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- e. A motion was made by Loretta Long, seconded by Jessica King recommending a 3% increase to the 2019/2020 Salary Schedule retroactive to 7/1/2019 and a 1% increase to the 2019/2020 Salary Schedule retroactive to 1/1/2020 for the Confidential/Classified Management group be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

REGULAR BOARD MEETING

9. **Staff Reports/Business Items.** *(continued)*

- f. A motion was made by Loretta Long, seconded by Jessica King recommending a 3% increase to the 2019/2020 Salary Schedule retroactive to 7/1/2019 and a 1% increase to the 2019/2020 Salary Schedule retroactive to 1/1/2020 for the Certificated Management group be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- g. A motion was made by Jessica King, seconded by Loretta Long recommending the Memorandum of Understanding between Palermo Union School District and Oroville Union High School District for use of the K12 Strong Workforce grant be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- h. A motion was made by Loretta Long, seconded by Jessica King recommending the Memorandum of Understanding between Palermo Union School District and County of Butte for Health Education Services be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- i. A motion was made by Loretta Long, seconded by Jessica King recommending the Memorandum of Understanding between Palermo Union School District and California School Employees Association Chapter #366 regarding the Coronavirus response be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- j. The contract between Chico Speech and Language Center and Palermo Union School District was tabled indefinitely.
- k. A motion was made by Loretta Long, seconded by Jessica King recommending the following Salary Schedules for the 3% adjustment retroactive to July 1, 2019 be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

Certificated
Certificated Management
Child Development Programs
Classified Management/Confidential
Classified

REGULAR BOARD MEETING

9. Staff Reports/Business Items. (continued)

- l. A motion was made by Loretta Long, seconded by Jessica King recommending the following Salary Schedules for the 1% adjustment retroactive to January 1, 2020 be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

Certificated
Certificated Management
Child Development Programs
Classified Management/Confidential
Classified

- m. There were no comments from the California School Employees Association Bargaining Unit 366.
- n. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

10. Board Policies and Administrative Regulations.

- a. A motion was made by Loretta Long, seconded by Jessica King recommending revised Board Policy 5144.1 Suspension and Expulsion be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- b. A motion was made by Loretta Long, seconded by Jessica King recommending revised Administrative Regulation 5144.1 Suspension and Expulsion be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

11. Correspondence.

None

REGULAR BOARD MEETING

13. **Superintendent's Reports.**

- a. Covid 19 Update. Packets are being provided for pick up and completed packets are being dropped off. Parents are appreciative of the staff reaching out to the students on a personal level. The district was able to purchase refurbished Chromebooks and a plan is being put in place to distribute them to families who need them. No grades will be issued for the third trimester. Principal and Superintendent Awards will be issued based upon second trimester performance. Students will move to the next grade level in the fall. A plan for a modified Graduation Ceremony is being discussed.
- b. Food Service. The number of meals being served continues to grow and finding product is becoming a challenge.
- c. Fiscal Impact. There is no doubt that the current crisis will have a fiscal impact. Hope to know more at the Governors May revised budget. Fortunately, the district maintains healthy reserves.

Kathy complemented the staff on how flexible everyone is being. Not all districts are experiencing that and it has helped provide more services without labor conflicts.

14. **Board Items.**

None

CLOSED SESSION

1. The Board recessed into closed session at 5:42p.m. regarding matters of personnel/employment/retirement 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

The Board reconvened into open session at 5.52 p.m.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

No action was taken in closed session.

REGULAR BOARD MEETING

ADJOURNMENT

President Debbie Hoffman declared the meeting adjourned at 5.52p.m.

Respectfully submitted,



Kathleen Andoe-Nolind
Secretary to the Governing Board

ASB LEDGER SHEETS 2019-20					
			2019-20		
		MONTH:	2/29/20-3/31/20		
ACCOUNT NAME	BEG BAL	RECEIPTS	DISBURSMENTS	TRANSFERS	ENDING BAL
102 PAL ST BODY	\$7,903.34				\$7,903.34
202 SPORTS	\$2,132.99	\$285.00	(\$312.81)		\$2,105.18
205 REFEREE	\$55.90		(\$138.00)		(\$82.10)
300 YEARBOOK	\$6,637.07				\$6,637.07
402 PAL LIBRARY	\$1,115.47				\$1,115.47
502 BAND	\$3,761.01		(\$278.31)		\$3,482.70
505 DRILL TEAM	\$303.11				\$303.11
506 6TH GRADE	\$5,329.43				\$5,329.43
507 7TH GRADE	\$1,540.48				\$1,540.48
509 8TH GRADE	\$374.18		(\$369.00)		\$5.18
511 CLUB LIVE	\$1,968.25				\$1,968.25
512 CHESS CLUB	\$663.72				\$663.72
	\$31,784.95				\$30,971.83
	\$31,784.95				\$30,971.83

**PALERMO UNION SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 20-02**

Resolution to close PUSD – Helen Wilcox Project Fund
And Transfer Balances to Palermo Future Elem SC Fund

On motion of Member _____, Seconded by

Member _____, the following resolution is adopted:

WHEREAS, Palermo Union School District, County of Butte, State of California (District) is duly authorized and existing under the law of said state: and

WHEREAS, school districts are authorized to establish a restricted fund known as the County School Facilities Fund; and

WHEREAS, the PUSD – Helen Wilcox Project Fund established by the District for the purpose of the modernization of Helen Wilcox is no longer required:

WHEREAS, a balance of \$0.00 remains in the fund.

THEREFORE, BE IT RESOLVED, that the Palermo Union School District shall close the restricted fund with the Butte County Auditor and Treasurer named PUSD Helen Wilcox Project Fund 3272.

PASSED AND ADOPTED by the governing Board on May 13, 2020 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

I, Kathleen Andoe-Nolind, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly passed and adopted by the said Board at a regularly called and conducted meeting held on said date.

Secretary of Governing Board

**PALERMO UNION SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 20-03**

Resolution to Establish an Associate Student Body (ASB) Special Revenue Fund

On motion of Member _____, Seconded by

Member _____, the following resolution is adopted:

WHEREAS, the California Department of Education has authorized school districts to establish a separate fund in accordance with the provision of Statement No. 84 of the Governmental Accounting Standards Board (GASB) for reporting non-fiduciary ASB activities, and

WHEREAS, the ASB activities within the Palermo Union School District are considered governmental activities and should be reported in a governmental fund, either general or special revenue fund, and

WHEREAS, the California Department of Education added a new Special Revenue Fund (FUND 08) to its Standardized Account Code Structure (SACS) to account for non-fiduciary ASB activities;

THEREFORE, BE IT RESOLVED, that the Governing Board hereby authorizes the establishment of a special revenue fund to be known as the STUDENT ACTIVITY SPECIAL REVENUE FUND in accordance with California Department of Education guidelines.

PASSED AND ADOPTED by the governing Board on May 13, 2020 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

I, Kathleen Andoe-Nolind, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly passed and adopted by the said Board at a regularly called and conducted meeting held on said date.

Secretary of Governing Board

**PALERMO UNION SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 20-04**

**RESOLUTION OF TEMPORARY
BORROWING BETWEEN FUNDS**

WHEREAS, the Board of Trustees of the Palermo Union School District has determined that there may be insufficient cash to meet current obligation; and

WHEREAS, Education Code Section 42603 states:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

PASSED AND ADOPTED by the following called vote this 13th day of May, 2020:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Debbie Hoffman
President, Board of Trustees

Kathleen Andoe-Nolind
Superintendent

**PALERMO UNION SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 20-05**

**INTRA-BUDGET TRANSFER RESOLUTION
AT THE CLOSE OF THE SCHOOL YEAR**

ON MOTION of member _____, seconded by member _____,

IT IS RESOLVED AND ORDERED by the Governing Board that, pursuant to Education Code Section 42601 of the Superintendent of Schools, Department of Education, Butte County, and/or the Administrative Assistant/Financial Services of the school district with the Superintendent's approval, make such transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classification of the budget of the district for the school year 2019/2020 as are necessary to permit the payment of obligations of the district incurred during said school year.

PASSED AND ADOPTED by the following called vote this 13th day of May, 2020:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Debbie Hoffman
President, Board of Trustees

Kathleen Andoe-Nolind
Superintendent

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Special Services ("Agreement") is made and entered into as of March 16, 2020, by and between the BUTTE COUNTY OFFICE OF EDUCATION ("BCOE") and PALERMO UNION SCHOOL DISTRICT ("Client"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Services.** The purpose of this Agreement is for the organization of meal plans and services ("Services") for the unanticipated school closures resulting from COVID-19. The Services under this Agreement are set forth in the attached Exhibit "A".
2. **Term.** Services shall commence under this Agreement on March 16, 2020 and will continue until June 30, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Compensation.** BCOE shall compensate Client for allowable meal service expenses that are necessary in conducting the activities of this Agreement as described in EXHIBIT "B".
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement upon written notice. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner. Client will be compensated by BCOE for Services rendered up to the date of termination.
5. **Indemnification.** The Client agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the Client's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the Client shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The Client shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless Client, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on Client arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of Client, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless Client under this Agreement, the BCOE shall reimburse Client for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek Client approval of any settlement that could adversely affect the Client, its officers, agents or employees.

6. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.
7. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Client agrees to comply with applicable Federal and California laws including, but not limited to

the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and Client policy.

8. **Limitation of BCOE Liability.** Other than as provided in this Agreement, BCOE's financial obligations under this Agreement shall be limited to the provision of funding and expenses provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

BUTTE COUNTY OFFICE OF EDUCATION
CalKidz Summer Food Service Program
1859 Bird Street
Oroville, CA 95965
PHONE: (530) 532-5780
ATTN: Julianna L. Roberts

If to Client:

PALERMO UNION SCHOOL DISTRICT
7390 Bulldog Way
Palermo, CA 95968
PHONE: (530) 533-4842 x6
ATTN: Ruthie Anaya

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by BCOE's Superintendent. Services shall not be rendered until Agreement is approved or ratified.
12. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.
13. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
18. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
19. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
20. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

BCOE:

Client:

Dated: _____, 2020

Dated: _____, 2020

BUTTE COUNTY OFFICE OF EDUCATION

PALERMO UNION SCHOOL DISTRICT

By: _____

By: _____

Print Name: Mary Sakuma

Print Name: Ruthie Anaya

Title: Superintendent

Title: Chief Business Official

EXHIBIT "A"

Scope of Services

UNDER THIS AGREEMENT THE CLIENT AGREES TO:

- Provide food service staff to prepare, package and serve meals during the unanticipated school closures resulting from COVID-19, for children of the community ages 18 and under, at the following sites throughout the school closure dates:
 - Helen Wilcox Elementary School
 - Palermo Middle School
- Provide meals at the designated serve time of 11:30 a.m. to 12:30 p.m., Monday through Friday.
 - The operations and hours are subject to change as directed by the California Department of Education (CDE). Additional food service sites will be determined depending upon need.
- Provide kitchen equipment for meal preparation, holding, dining and meal transport. Equipment includes but is not limited to: stove, oven, heated prep table, stainless steel table, transport cart, milk cooler, and use of organization's van for transportation (as needed).
- Client is responsible for operating in accordance with current Summer Foods Service Program (SFSP) regulations, as well as adhering to the United States Department of Agriculture (USDA) requirements as outlined for the Summer Food Service Program.
 - Fact Sheets and Information can be found on the USDA website: <https://www.fns.usda.gov/sfsp/sfsp-fact-sheets>
- Ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
- Maintain full and accurate records which document: (1) the menus used during the term of this Agreement; (2) a listing of all components of each meal; and (3) an itemization of the quantities of each component used to prepare said meals.
- Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and served by the Client.
- Present to the BCOE an invoice accompanied by full and accurate records no later than the thirtieth (30th) day of each month, which itemizes the previous month's meal service. Per USDA regulations, the Client agrees to forfeit payment for meals which do not qualify as a reimbursable meal.

UNDER THIS AGREEMENT THE BCOE AGREES TO:

- As the main sponsor for the school closure meal service program, BCOE will be responsible for the State application, designating meal pick up sites, and all oversight including, but not limited to monitoring, reporting, CDE audits and associated paperwork.

- BCOE will be the liaison to CDE for the school closure meal service program. Any updates or regulation changes provided by CDE concerning the operations of the school closure meal service program will be relayed to Client.
- Pay the Client within sixty (60) days of receipt of invoice.

EXHIBIT "B"

Fee Schedule

Per the guidance of CDE, if Client's site(s) is/are approved to serve SFSP and is/are approved as rural or self-prep, then reimbursement rates will be based upon the published SFSP rates. The estimated SFSP reimbursement rates listed by CDE are combined to include operating and administrative components:

Breakfast	\$2.3750
Lunch	\$4.1525

BCOE will reimburse Client at CDE's published SFSP rates, less a 5.12% indirect rate.

MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE

This memorandum is agreed between Palermo Union Elementary School District and the California School Employees Association and its Palermo Chapter # 366 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.


The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found via email to all PUESD employees.
- 2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and/or hand sanitizer when available). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) In the event employees of the District are required to report to work during closures, each shall receive not less than their standard rate of pay.
- 4) On or after April 1, 2020, in the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause because they belong to populations that have been deemed medically susceptible to the effects of the virus, the employee shall use available leaves as specified in the Families First Coronavirus Response Act (FFCRA). The District will notify all employees of their rights under FFCRA. The employee shall then use leave as specified in Article X of the collective bargaining agreement. Employees who have exhausted accrued sick leave may use extended sick leave per the Collective Bargaining Agreement. Employees may use sick differential and catastrophic leave banks (if eligible) and will have the protections afforded by existing leaves such as FMLA/CFRA or other leaves that may be passed into law in response to COVID-19. CSEA will notify its members of the District's commitments, but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 5) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality, however, the employee must remain available to work as needed.
- 6) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facility.

- 7) In the event the District seeks to add additional school days to this school year or next year it will notify CSEA of the plan and meet to negotiate any negotiable effects.
- 8) The District shall address, on a case by case basis, requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 and Article X of the Collective Bargaining Agreement regarding Family Leave and/or the Families First Coronavirus Response Act, or any other such leave provisions that may be available.
- 9) This Memorandum of Understanding is effective March 16, 2020 through ~~May 1~~ June 30, 2020. Should the need for this MOU to extend beyond May 1, 2020, the Parties may mutually agree to extend the Agreement in additional increments not to exceed ~~30~~ 60 days per extension. Furthermore, the Parties recognize that this is an unprecedented situation, and that circumstances may change frequently. Should new issues arise, the Parties agree to address such issues in a collaborative fashion and negotiate modifications and/or additional provisions as needed.

Dated: 5/4/2020

By: 
Kathy Andoe-Nolind, Superintendent Palermo
Union Elementary School District

Dated: 5/4/2020

By: 
Therese Sweigart, President #366

Dated: _____

By: _____
Lisa McClelland, LRR

For California School Employees Association