

REGULAR BOARD MEETING AGENDA

December 17, 2025

District Office Board Room

7390 Bulldog Way, Palermo, CA 95968

Regular Board Meeting 5:00 pm

[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) minutes time limit per person].

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7. **Annual Organizational Meeting of the Governing Board as per Education Code Sections 35143, 35022, 35025, 35038 and 35140:**

This is the date and time set for the Annual Organizational Meeting. The purpose of the Organizational Meeting is to elect a President, Vice-President and Clerk. The Superintendent serves as Secretary to the Governing Board.

The Superintendent, as Secretary to the Governing Board, will conduct the election of the President for the year beginning December 17, 2025, until the next Annual Organizational Meeting in December 2026.

a. Nominations for President

Nominated: _____ by _____

Vote: _____ Ayes _____ Nays

Elected: _____

The President of the Governing Board will conduct the election of the Vice President and the Clerk, and conduct the meeting hereafter.

b. Nominations for Vice President

Nominated: _____ by _____

Vote: _____ Ayes _____ Nays

Elected: _____

c. Nominations of Clerk

Nominated: _____ by _____

Vote: _____ Ayes _____ Nays

Elected: _____

d. Designation of Gary Rogers, Superintendent, as the Secretary of the Governing Board.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

e. Fix the time and place for its regular meetings.

Note: Currently, Regular Board Meetings are held on the second and fourth Wednesday of each month at 5:00 pm.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

8. Tell Me Something Good – Site & Student Recognition

Helen Wilcox

Helen Wilcox is in full holiday mode! Our cafeteria / gymnasium is filled with songs as the grade levels practice for their December 18th programs. Four of our most in need students went holiday shopping with the Oroville Police Department, with their annual Shop with a Cop. Thank you Mrs. Bean for accompanying us, Walmart for hosting, the Oroville Police Department, and all of the generous donors from the Oroville area! Our students were so excited and thoughtful as they shopped for family members before themselves. Parent conferences went well - a big thank you to our teachers and loved ones for making this work and having such good purposeful conversations! The Las Plumas ASB students came over for a morning of crafts, reading, and activities with our kindergarteners. Our students loved having big buddies on campus and having fun with them. As we Strive for Five days each week of attendance, November saw our attendance rate at 93.7%, for a year to date average of 94.0%. Way to be here students & way to be Wildcats!!

Also, a big wet, muddy heartfelt THANK YOU to Cameron Castillo and his Maintenance & Custodial crew (Specifically Jim Babb, Clyde Davis, Dane Dehoff, & Brandon Lovgren) for getting our water back on line and kids back on campus!!

Golden Hills

Golden Hills made the AGC Arts News!

December 2025

AGC ARTS NEWS

—ARTS EDUCATION IN AGC SCHOOLS—

PICTURES AND STORIES: AFTER-SCHOOL ART OPENS NEW WORLDS FOR STUDENTS

For the past three years, Golden Hills Elementary Principal Kristi Napoli has championed the school's art club for 4th and 5th graders. Through BCOE's Artists in the Schools program—and with ELO-P funds this fall—the club met twice a week for five weeks, serving 16 eager students.

"We offer art club because we want another positive way for students to connect to school," Napoli explains. "We offer sports, but not all students feel connected through athletics. Art club gives students a place to learn new skills, make friends, and belong. [Additionally] a visiting artist adds another layer of connection. This year's instructor, Reta Rickmers, brings artistic expertise and a nurturing approach. Students know her as a caring adult who encourages creativity, builds confidence, and helps them see their potential."

Art as Story, Skill, and Exploration
Reta begins each session with an important work of art—the "stories." Students discuss what characters might do next or some draw addition scenes. Creative exploration includes:

- studying autumn leaves and creating watercolor paintings
- practicing landscape techniques
- designing collage landscapes
- using sketchbooks to doodle, plan, and practice

Reta encourages skill building as well as creativity, offering encouragement, choice, and the joy of making something individual. Her goal is to help students notice positives in their work, take creative risks, and keep making art.

QUESTIONS?
cindy.daniluke
@statetheatreartsguild.org

ANY GREEN CHIEF
Honor Guard

Golden Hills
Elementary

Willow: "Ms. Rickmers is awesome!"

Emily: "I like seeing new art every day and learning the story behind it."

Goldie: "I love the activities. I learned how to draw things I never thought of before."

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When this year's fifth graders *started* fourth grade, only **28%** had met the oral reading fluency benchmark. By the end of Trimester 1 this year, **52%** are now meeting the benchmark—even with the benchmark increasing!

At the same time, **52%** of these students originally needed phonics support based on our Phonics Screening Inventory. Now, only **20%** still need phonics support.

This is **remarkable growth** and a direct reflection of our staff's intentional focus on literacy during core instruction and our additional 30-minute intervention block. Thank you for the incredible work you are doing every day!

Palermo Middle School

2025 is ending rapidly, but our Bulldogs are doing great things all the way to the end!

A big thank to Mrs. Warner, our Indian Ed teacher, for planning this year's Indian Ed Night for our families throughout the district. We are grateful for the KonKow tribe for demonstrating their traditional dances, and Butte College for their support of this special evening.

Our ASB officers took their hands of service out into the community to volunteer at the Light of Hope to help them get ready for the Christmas season.

Mrs. Maynard's Ag class put on their 2nd Annual Winter Preschool Festival for our Bullpups!

The ag room was transformed into a winter wonderland where our Bulldogs led the Bullpups through activities that they had created. Just walking through the door brought such joy!

Congratulations to our 6th grade girls' basketball team for winning the championship game to end their successful season! Last Thursday, Mr. Grigoruk and our Beginning and Advanced Bands put on a wonderful winter concert for our families and community. Their talent shined brightly! A BIG thank you to Dane DeHoff, as he has brightened our Bulldog Promise by repainting our four core values (Responsible, Safe, Courteous, Integrity) on the walls of hallway. I am grateful for his time in beautifying our Palermo Campus!

9. 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 November 12, 2025 Regular Board Meeting.
- b. Minutes of November 12, 2025 Special Board Meeting
- c. Warrants of November 1, 2025 through November 30, 2025, 338101-340114, for the amount of \$724,016.65, Funds 01, 12, 13, 35, 40.
- d. Surplus & Obsolete Requests

Request for approval to declare the listed equipment and District property as surplus/obsolete and direct the Superintendent to dispose of these items in accordance with the appropriate methods outlined in Education Code Sections 60500-01, 60510-11, 60520-21, 60530, and Board Policy 3270. Disposal methods may include discarding items at the local dump or donating them to a charitable organization, as the value of the property does not justify the cost of sale. All items listed are valued at less than \$2,500.

- Laminator Serial #PDG1265.1

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- JVC Cassette Player #013888
- Soundcraft #3141
- Amp #011041
- Sony CD Player #2570

Reports

e. Events Calendar

REFERENCE #1

f. Enrollment Report | Month Three

REFERENCE #2

g. Staff Development Report – November 2025

REFERENCE #3

h. Palermo Account Ledger – October 1, 2025 to October 31, 2025

REFERENCE #4

i. Districtwide Discipline Report | October 2025

REFERENCE #5

j. Donation of a Proform elliptical bike from Richard Rethaford to Palermo Middle School.

CONSENT AGENDA APPROVAL

ACTION____MOTION____SECOND____VOTE____

10. ITEMS REMOVED FROM CONSENT AGENDA

a. ACTION____MOTION____SECOND____VOTE____

b. ACTION____MOTION____SECOND____VOTE____

11. Staff Reports/Business Items

- It is recommended that the Governing Board approve the First Interim Report for the Fiscal Year 2025-26, along with the Standards and Criteria, and authorize the President of the Governing Board to confirm a positive certification that the Palermo Union Elementary School District can meet its financial obligations for the current fiscal year and the subsequent two fiscal years.

[Available for Review on the District Website](#)

ACTION____MOTION____SECOND____VOTE____

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- b. Discussion and review of the Annual Disclosure for Developer Fees (Fund 25) for the Fiscal Year 2025-26.

REFERENCE #6

- c. Discussion regarding Board member compensation.
- d. Discussion and approval of the proposed 2026 Governing Board Meeting Calendar.

REFERENCE #7

ACTION____MOTION____SECOND____VOTE____

- e. It is recommended that the Licensing Agreement between the Palermo Union Elementary School District and Document Tracking Services (DTS) be approved. This agreement grants the district a one-year license, commencing January 15, 2026, to use the DTS application for creating, editing, updating, printing, and tracking specific documents.

REFERENCE #8

ACTION____MOTION____SECOND____VOTE____

- f. It is recommended that the Agreement between the Palermo Union Elementary School District and San Joaquin County Office of Education for SEIS Billing Services of LEA BOP claims, be approved.

REFERENCE #9

ACTION____MOTION____SECOND____VOTE____

- g. It is recommended that the Memorandum of Understanding between the Palermo Union Elementary School District and Butte County Public Health for school based dental services, be approved.

REFERENCE #10

ACTION____MOTION____SECOND____VOTE____

- h. It is recommended that the Memorandum of Understanding between the Palermo Union Elementary School District and California Community Colleges Chancellor's Office for the K12 Strong Workforce Program Data Sharing, be approved.

REFERENCE #11

ACTION____MOTION____SECOND____VOTE____

- a. It is recommended that Board Resolution No. 25-14 be approved, certifying the submission of the Continued Funding Application (CFA) to the California Department of Social Services (CDSS) for childcare and development services. The resolution also authorizes designated representatives to sign the CFA and all contract documents for the 2026-27 fiscal year.

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ACTION____MOTION____SECOND____VOTE____

- b. It is recommended the Helen Wilcox TK/K Change Orders, as detailed in the attached reference, be approved.

Original Contract Amount: \$5,361,085.98

Change Orders: \$27,981.27

Revised Contract Amount: \$5,389,067.25

ACTION____MOTION____SECOND____VOTE____

- c. It is recommended the Honcut Well Project Change Orders, as detailed in the attached reference, be approved.

Original Contract Amount: \$1,070,000.00

Change Orders: \$9,929.80

Revised Contract Amount: \$1,079,929.80

ACTION____MOTION____SECOND____VOTE____

- d. It is recommended the Palermo Union Elementary School District participate in the Classified School Employee Summer Assistance Program (CSESAP) and extend the salary benefit option to the bargaining unit, should the program be extended through the 2026-2027 school year, be approved.

ACTION____MOTION____SECOND____VOTE____

- e. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
- f. Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.

12. Board Policies & Administrative Regulations

The following Board Policies and Administrative Regulations are presented to the Board for first, second and final reading.

Please Note: All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. Board Policy 2110 – Superintendent Responsibilities and Duties is presented to the Board for first, second and final reading.

ACTION_____MOTION_____SECOND_____VOTE_____

- b. New Board Policy 5141.52a – Suicide Prevention Student Version K-6 is presented to the Board for first, second and final reading.

ACTION_____MOTION_____SECOND_____VOTE_____

- c. Administrative Regulation 5145.7 – Sexual Harassment is presented to the Board for first, second and final reading.

ACTION_____MOTION_____SECOND_____VOTE_____

- d. Exhibit 5145.71 – Title IX Sexual Harassment Complaint Procedures is presented to the Board for first, second and final reading.

ACTION_____MOTION_____SECOND_____VOTE_____

- e. Administrative Regulation 6164.6 – Identification and Education Under Section 504 is presented to the Board for first, second and final reading.

ACTION_____MOTION_____SECOND_____VOTE_____

13. Superintendent's Reports

14. Board Items

CLOSED SESSION (Time_____)

1. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
2. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, 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 Gary Rogers, Superintendent.

OPEN SESSION (Time_____)

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

*Tgi wrt 'Dqctf 'Ci gpf c 'F gego dgt '39. '4247'*****'Rci g': 'qh'; ' "*

ACTION ITEMS

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

Classified

- a. Dakota Jimenez, Instructional Aide TK-8, Golden Hills, Class 12, Step 2, transfer Instructional Aide position from Helen Wilcox to Golden Hills effective November 13, 2025.
- b. Lacey Leonard, Substitute Instructional Aide, District Wide, add to classified sub list, effective October 27, 2025.
- c. Lacey Leonard, Instructional Aide, Helen Wilcox, Class 7, Step 3, 3.50 hours per day, request to hire as an Instructional Aide effective November 13, 2025.
- d. Maria Garcia, Instructional Aide Tk-8, Unpaid Leave of Absence, effective January 5, 2026 through January 26, 2026.
- e. Tiffany Pettengill, Substitute Cafeteria Helper, Palermo School, add to classified sub list, effective December 8, 2025.
- f. Tiffany Pettengill, Cafeteria Helper, Palermo School, Class 4, Step 7, 3.0 hours per day, request to hire as a Cafeteria Helper effective December 18, 2025.

ACTION____MOTION____SECOND____VOTE____

ADJOURNMENT (Time____)

Palermo Union Elementary School District
Regular Board Meeting Minutes
November 12, 2025
District Office Boardroom
7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

1. Vice President, Cody Nissen, called the meeting to order at 5:03 PM, and welcomed those in attendance.
2. Board Vice President Cody Nissen led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Cody Nissen, Justin Younger, and Kimberly Tyler.

Others present were: Gary Rogers, Cameron Castillo, and Jessica Coon.

4. A motion was made by Justin Younger and seconded by Kimberly Tyler, recommending the agenda be approved. Cody Nissen, Justin Younger, and Kimberly Tyler 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 has business to bring before the Board.

7. **Tell Me Something Good | Site & Student Recognition**
Helen Wilcox

Helen Wilcox is steeped in fall fun! Our TK students had their own pumpkin patch here at school and a Family Night, Kinder went to Bishops' Pumpkin Farm, 1st & 2nd went to Las Plumas, and Honcut held their Fall Festival. Big smiles, big fun, and some big pumpkins were had by everyone. All of that pumpkin fun culminated into our annual Halloween Parade. This year the parade was extended and this allowed better viewing for students and their loved ones - very exciting and very colorful! We just held our PBIS Sports Assembly, where we highlight students' best behaviors and academic achievements. Controversy hangs over our inflatable character race, when the dinosaur (Mrs. Bean) crashed and the Fry Guy (Mr. Rogers) rocketed past the melee. Fun was had by all - way to be Wildcats!

Palermo

O kpwgu"qhlTgi wrt 'Dqctf 'O ggkpi 'Pqngo dgt '34.'4247 ""Rci g'3"qhl:

The last couple of weeks have been filled with activity at Palermo Middle School! With the support of Mrs. Noemi, our student ambassadors and ASB officers led events to highlight Bullying Awareness throughout the month of October. They created posters, lunchtime activities to create a kindness tree, and implemented "orange day" on October 22nd. ASB brought school spirit in a big way with their fun dress up spirit week and Halloween Dance. Palermo Middle's FFA continues to build a strong relationship with our Bullpups at the preschool. Their pumpkin donation drive during the month of October created opportunities for each of our Bullpups to have a pumpkin for Halloween. The drive was so successful that Mrs. Maynard reached out to multiple pre-schools around the community to bless them with pumpkins! Attendance was celebrated during the twelfth week of school...with gourd bowling! 83% of our Bulldogs were able to participate in the lunch time activity for having two or less absences over the previous six weeks of school. Great job, Bulldogs! November is starting off with a strong start with our annual ClubLIVE World Cafe. More than twenty students were invited to participate in a morning long session that celebrated kindness, empathy, and brainstorming ways for our site to continue growing to ensure all students feel welcomed at Palermo.

8. **Consent Agenda**

A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the following Consent Agenda items be approved. Cody Nissen, Justin Younger, and Kimberly Tyler voted aye. Motion unanimously carried.

Action Items

- a. Minutes of October 22, 2025 Regular Board Meeting.
- b. Warrants of October 1, 2025 through October 31, 2025, 335602-337485, for the amount of \$784,791.19 Funds 01, 12, 13, 35, 40
- c. Surplus & Obsolete Requests

Request for approval to declare the listed equipment and District property as surplus/obsolete and direct the Superintendent to dispose of these items in accordance with the appropriate methods outlined in Education Code Sections 60500-01, 60510-11, 60520-21, 60530, and Board Policy 3270. Disposal methods may include discarding items at the local dump or donating them to a charitable organization, as the value of the property does not justify the cost of sale. All items listed are valued at less than \$2,500.

Note: Paperwork on this item is available for review at the District Office.

- Writing Station Table
- Textbooks

Reports

- d. Events Calendar
 - a. Palermo Account Ledger | September 1, 2025 – September 30, 2025

- b. Staff Development Report | October 2025
- c. Districtwide Discipline Report | September 2025
- d. Donation from Quota of Oroville of clothing for the Bulldog Boutique with an estimated value of \$500.00 to Palermo School.
- e. Donation of gift cards from Food Maxx valuing \$750.00 to Palermo School District for the food pantry.
- f. Donation of a \$100.00 gift card from Grocery Outlet to Palermo School District.
- g. Donation of a Sewing Machine from Kimberly Solano to Palermo School.

9. **Items Removed from the Consent Agenda**

There were no items removed from the Consent Agenda.

10. **Staff Reports/Business Items**

- a. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Annual Organizational Meeting of the Palermo Governing Board be scheduled for December 17, 2025, at 5:00 PM, to be held at the Palermo Union Elementary School District Office in accordance with Education Code Section 35143. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- b. Review and discussion of the 2026 Governing Board Calendar was tabled until the next board meeting on December 17, 2025.
- c. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Agreement between Palermo Union Elementary School District and Butte County Office of Education for excess student costs at the Butte County Community School, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- d. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Agreement between Palermo Union Elementary School District and Butte County Office of Education for professional development services provided by Collective Impact Solutions, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- e. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the amended Agreement between Palermo Union Elementary School District and Collective Impact Solutions for professional development training, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.

- f. Superintendent Gary Rogers and the Director of Maintenance, Cameron Castillo, provided a review of the 2025-26 Williams Reports for Palermo Union Elementary School District.
- g. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Agreement between Palermo Union Elementary School District and Foster & Foster Consulting Actuaries, Inc for consulting services to comply with the requirements of current GASB75 accounting standards, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- h. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Agreement between Palermo Union Elementary School District and the Butte County Office of Education (BCOE) for their partnership in the Butte Teacher Induction Program, effective September 1, 2025, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- i. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the below Memorandum of Understanding between Palermo Union Elementary School District and the California School Employees Association (CSEA) and its Palermo Chapter #366 be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
 - Addition of the Lead Maintenance Person classification
 - Renumber Class 21 to Class 22 on the Classified Salary Schedule
 - Add a new Class 21 to the Classified Salary Schedule
 - Reclassify Maintenance Person Position Number 158 to the newly created Lead Maintenance Person classification, effective July 1, 2025
- j. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the new job description and revised salary schedule for the Lead Maintenance position be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- k. There were no comments from the California School Employees Association, Bargaining Unit 366.
- l. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

11. **Board Policies & Administrative Regulations**

The following Board Policies and Administrative Regulations are presented to the Board for first reading.

Please Note: All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. Board Policy 0450 – Comprehensive Local Plan for Special Education
- b. Administrative Regulation 0450 – Comprehensive Local Plan for Special Education
- c. Board Policy 1113 – District and School Websites
- d. Administrative Regulation 1113 – District and School Websites
- e. Exhibit 1113 – District and School Websites
- f. Board Policy 1312.3 – Uniform Complaint Procedures
- g. Administrative Regulation 1312.3 – Uniform Complaint Procedures
- h. Administrative Regulation 5125.1 – Release of Directory Information
- i. Board Policy 9005 – Governance Standards

12. **Superintendent's Reports**

Superintendent Gary Rogers provided a recap of the recent DELT Site Level Leadership training. He shared that each site sent representatives to the training and learned about MTSS leadership at the site level. He believes that the staff will be able to come together as a District through the selected representatives from each site.

On Monday, November 10th, 95% led a professional development training on the Science of Reading for our certificated staff members as well as a few instructional aides who were able to attend. The staff spent the morning learning together and then broke into smaller groups, Prek-5th, and 6th-8th, to continue the literacy discussion.

Mr. Rogers and the Director of Maintenance, Cameron Castillo, shared that the Helen Wilcox construction project is moving right along. The building is dried in so work will continue through the rainy months. New septic tanks have been installed at Honcut and they are working on the leech lines.

13. **Board Items**

None.

CLOSED SESSION

The Board recessed into Closed Session at 5:25 PM to discuss the following:

- 1. Closed session for the purpose of discussing student matters/discipline, all in accordance with Education Code Sections 48918 and 35146.
- 2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.

3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, 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 Gary Rogers, Superintendent.

OPEN SESSION

The Board reconvened into Open Session at 5:34 PM

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

None.

ACTION ITEMS

Action on Stipulated Suspension Expulsion Case No. 286777

a. Action No. 1 | Finding of Fact

A motion was made by Justin Younger, seconded by Kimberly Tyler, to find that Student No. 286777 did, in fact, violate Education Code Section 48900(a)(1) and 48900(.7): Caused, attempted to cause, or threaten to cause physical injury to another person and made terroristic threats against school officials or school property.

Cody Nissen, Justin Younger, and Kimberly Tyler voted aye. Motion unanimously carried.

b. Action No. 2 | Action of Pending Stipulated Suspension Expulsion

A motion was made by Justin Younger, seconded by Kimberly Tyler, to suspend the implementation of the expulsion of Student No. 286777 through the end of the third trimester of the 2025-2026 school year. The motion also included the recommendation of the following rehabilitation plan to support the student's successful reintegration:

- 1) Maintain a clear school and community record during the term of the suspended expulsion
- 2) Attend a school or educational program, either private or public, maintaining passing grades in all subjects, have no unexcused absences, and maintain a satisfactory attitude and behavior
- 3) Have no suspendable violations of Education code 48900 or 48915
- 4) It is recommended that the student participate in a professional counseling program at no cost to the district.

Cody Nissen, Justin Younger, and Kimberly Tyler voted aye. Motion unanimously carried.

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

A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the following personnel items be approved. Cody Nissen, Justin Younger, and Kimberly Tyler voted aye. Motion unanimously carried.

Certificated

- a. Gabriela Valadez, Certificated Teacher, Column I, Step 1, Helen Wilcox School, hire as a Certificated Teacher, effective November 13, 2025.
- b. Gabriela Valadez, Stipend – Girls on the Run/Cross Country, Helen Wilcox School, add to District stipend list, effective 2025-26 school year.

Classified

- c. Julia McGlenister, Substitute Van Driver and Cafeteria Helper, District Wide, add to classified sub list, effective October 20, 2025.
- d. Kyla Kister, Instructional Aide, Golden Hills School, amend effective date from October 1, 2025 to October 6, 2025.
- e. Brittny Elam, Substitute Special Ed Intervention Assistant, District Wide, add to classified sub list, effective September 26, 2025.
- f. Jaclyn Reardon, Substitute Instructional Aide Preschool, District Wide, add to classified sub list, effective November 6, 2025.
- g. Jaclyn Reardon, Instructional Aide, Helen Wilcox School, Class 7, Step 3, 3.75 hours per day, hire as an Instructional Aide effective November 13, 2025.
- h. Tranise Rash, Substitute Instructional Aide, District Wide, add to classified sub list, effective October 30, 2025.
- i. Tranise Rash, Instructional Aide, Helen Wilcox School, Class 7, Step 1, 3.50 hours per day, hire as an Instructional Aide effective November 13, 2025.
- j. Rachel Jamison, Special Ed Intervention Assistant, Helen Wilcox Preschool, amend contract from Instructional Aide TK-8 to Special Education Intervention Assistant, effective August 7, 2025.

- k. Amber Spoolman, Special Ed Intervention Assistant, Helen Wilcox Preschool, amend contract from Instructional Aide TK-8 to Special Education Intervention Assistant, effective August 7, 2025.
- l. Annika Wolfe, Special Ed Intervention Assistant, Helen Wilcox Preschool, amend contract from Instructional Aide TK-8 to Special Education Intervention Assistant, effective August 7, 2025.
- m. Jennifer McGehee, Substitute Instructional Aide, District Wide, add to classified sub list, effective November 10, 2025.

ADJOURNMENT

Vice President, Cody Nissen, declared the meeting adjourned at 5:35 PM

Respectfully submitted,

Gary Rogers,
Secretary of the Governing Board

Palermo Union Elementary School District
Special Board Meeting Minutes
November 12, 2025
District Office Boardroom
7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

1. Vice President, Cody Nissen, called the meeting to order at 5:00 PM, and welcomed those in attendance.
2. Board Vice President Cody Nissen led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Cody Nissen, Justin Younger, and Kimberly Tyler.

Others present were: Gary Rogers, Cameron Castillo, and Jessica Coon.

4. A motion was made by Justin Younger and seconded by Kimberly Tyler, recommending the agenda be approved. Cody Nissen, Justin Younger, and Kimberly Tyler 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 has business to bring before the Board.

7. **Staff Reports/Business Items**

- a. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Local Control and Accountability Plan (LCAP) Federal Addendum and Every Student Succeeds Act (ESSA) assessment, be approved. Cody Nissen, Kimberly Tyler, and Justin Younger voted aye. Motion unanimously carried.
- a. There were no comments from the California School Employees Association, Bargaining Unit 366.
- b. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

ADJOURNMENT

President, Debbie Hoffman, declared the meeting adjourned at 5:02 PM

Respectfully submitted,

Gary Rogers,
Secretary of the Governing Board

Checks Dated 11/01/2025 through 11/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-338101	11/04/2025	JAQUELINE TELLO	01-4300		500.00
3005-338102	11/04/2025	A BOUNCIN' GOOD TIME	12-4351	90.00	
			12-5800	90.00	180.00
3005-338103	11/04/2025	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		9,568.26
3005-338104	11/04/2025	AMAZON FULLFILLMENT SERVICES	01-4300	4,691.83	
			12-4300	268.90	4,960.73
3005-338105	11/04/2025	At&t	01-5900		379.15
3005-338106	11/04/2025	BETTER DEAL EXCHANGE	13-4300		227.74
3005-338107	11/04/2025	CHRISTY WHITE	01-5800		11,250.00
3005-338108	11/04/2025	COLLECTIVE IMPACT SOLUTIONS	01-5800		14,031.60
3005-338109	11/04/2025	DAWSON OIL	01-4309		960.27
3005-338110	11/04/2025	Feather River Recreation	01-5800		1,557.00
3005-338111	11/04/2025	FLORA FRESH	01-4300		811.83
3005-338112	11/04/2025	GOLD STAR FOODS	13-4300	349.74	
			13-4700	3,278.99	
			13-4720	372.60	4,001.33
3005-338113	11/04/2025	MCGRAW HILL EDUCATION INC	01-4100		270.44
3005-338114	11/04/2025	NICHOLS MELBURG & ROSETTO	35-6210		11,492.50
3005-338115	11/04/2025	OFFICE DEPOT	01-4300		799.03
3005-338116	11/04/2025	OREILLY AUTOMOTIVE STORES INC	01-4300	229.43	
			01-4335	207.47	436.90
3005-338117	11/04/2025	PACE ANALYTICAL	01-5503		364.40
3005-338118	11/04/2025	PEARSON ASSESSMENTS NCS PEARSON	01-4300		139.86
3005-338119	11/04/2025	PRISMATIC MAGIC	01-5800		1,498.00
3005-338120	11/04/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		1,636.98
3005-338121	11/04/2025	PRODUCERS DAIRY FOODS	13-4700		2,931.27
3005-338122	11/04/2025	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		250.94
3005-338123	11/04/2025	SLAKEY BROTHERS	01-4300		218.36
3005-338124	11/04/2025	SOUTH FEATHER WATER POWR AGENCY	01-5503		876.59
3005-338125	11/04/2025	HD SUPPLY/HOME DEPOT PRO	01-4300	1,437.96	
			13-4300	34.49	1,472.45
3005-338126	11/04/2025	VERIZON WIRELESS SERVICES	01-5900		366.51
3005-338127	11/04/2025	US BANK	01-4300	303.08	
			01-5200	1,709.38	
			01-5800	319.32	
			12-4300	26.16	
			12-4351	175.98	
			12-4354	200.00	
			12-5200	1,100.50	
			12-5800	52.65	
			13-5200	596.00	4,483.07
3005-338128	11/04/2025	Warner, Kristina N	01-4300		294.94

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 11/01/2025 through 11/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-338129	11/04/2025	Russell, Kristen N	01-4300		141.47
3005-338130	11/04/2025	Madison, Elizabeth M	01-5200		67.20
3005-338131	11/04/2025	Fisher, Kristine E	01-4300		91.91
3005-338813	11/13/2025	Borquez, Victor R	01-4300		97.70
3005-338814	11/13/2025	Butler, Heidi N	12-4351		141.75
3005-338815	11/13/2025	Dailey, Lindsay B	01-4300		719.87
3005-338816	11/13/2025	Webb, Caitlin E	01-5200		295.35
3005-338817	11/13/2025	Smith, Chelsea L	01-4300		296.72
3005-338818	11/13/2025	Perez De Gonzalez, Sandra G	13-5200		99.00
3005-338819	11/13/2025	Rubio, Brenda	01-5200		34.02
3005-338820	11/13/2025	Schmidt, Nicholle	01-4300		22.95
3005-338821	11/13/2025	Rogers, Gary	01-5200		116.20
3005-338822	11/13/2025	Maynard, Aimee S	01-4300		46.96
3005-338823	11/13/2025	Blankenship, Donna D	13-5200		100.52
3005-338824	11/13/2025	Fisher, Kristine E	01-4300		643.83
3005-338825	11/13/2025	ACCESS INFORMATION HOLDINGS	01-5504		134.49
3005-338826	11/13/2025	AMAZON FULLFILLMENT SERVICES	01-4300		6,713.63
3005-338827	11/13/2025	APPLE INC	01-4400		1,982.40
3005-338828	11/13/2025	ASPIRE SPEECH THERAPY	01-5800		16,297.15
3005-338829	11/13/2025	AT&T	01-5900		587.08
3005-338830	11/13/2025	BISHOPS PUMPKIN FARM INC	12-5810		169.00
3005-338831	11/13/2025	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		810.00
3005-338832	11/13/2025	CALO TRUST RESTORED	01-5800		25,863.60
3005-338833	11/13/2025	ADVENTIST MG CALIFORNIA	01-4300		2.28
3005-338834	11/13/2025	DAWSON OIL	01-4309		1,296.05
3005-338835	11/13/2025	DEL MAR RENTALS AND LANDSCAPE SUPPLY	12-4300		192.01
3005-338836	11/13/2025	DURHAM INTERMEDIATE SCHOOL-AS B	01-5800		300.00
3005-338837	11/13/2025	E-RATE ADVISORS	01-5800		1,000.00
3005-338838	11/13/2025	FOSTER & FOSTER	01-5800		2,925.00
3005-338839	11/13/2025	GOLD STAR FOODS	13-4300	190.56	
			13-4700	4,847.66	5,038.22
3005-338840	11/13/2025	INCIDENT IQ LLC	01-5854		7,165.66
3005-338841	11/13/2025	INDUSTRIAL POWER PRODUCTS MJB WELDING	01-4300		37.33
3005-338842	11/13/2025	PACE SUPPLY	01-4300	371.18	
			13-4300	71.14	442.32
3005-338843	11/13/2025	KING CONSULTING	01-5800		307.50
3005-338844	11/13/2025	MD INSPECTIONS	01-6290		8,760.00
3005-338845	11/13/2025	MJB WELDING SUPPLY INC	01-4300		12.71
3005-338846	11/13/2025	OFFICE DEPOT	01-4300		129.03
3005-338847	11/13/2025	PACE ENGINEERING	40-6210		23,456.34
3005-338848	11/13/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		30,184.90
3005-338849	11/13/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	173.97	

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Checks Dated 11/01/2025 through 11/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-338849	11/13/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700	3,040.84	3,214.81
3005-338850	11/13/2025	PRODUCERS DAIRY FOODS	13-4700		2,711.77
3005-338851	11/13/2025	RENAISSANCE LEARNING	01-5200		5,250.00
3005-338852	11/13/2025	RISING STAR SPED ACADEMY	01-5800		14,823.50
3005-338853	11/13/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		262.82
3005-338854	11/13/2025	SYSO FOOD SVCS OF SACRAMENTO	01-4300	352.29	
			13-4700	347.04	699.33
3005-338855	11/13/2025	UNITED BUILDING CONTRACTORS	35-6200		392,038.00
3005-338856	11/13/2025	WILSON LANGUAGE TRAINING CORP	01-5854		2,860.00
3005-338857	11/13/2025	Cole, Carol J	01-4300		389.40
3005-338858	11/13/2025	Maturino, Frank L	01-5200		168.00
3005-338859	11/13/2025	Gutierrez, Devin P	01-4300		79.83
3005-338860	11/13/2025	Wright, Jennifer L	01-4300		78.40
3005-338861	11/13/2025	Leonard, Tracy L	01-4300		212.73
3005-338862	11/13/2025	AERIES SOFTWARE	01-5800		86,700.00
3005-338863	11/13/2025	Wright, Jennifer L	01-4300		9.49
3005-340106	11/25/2025	Borquez, Victor R	01-4300		20.41
3005-340107	11/25/2025	Thao, Cindy M	01-4300		233.82
3005-340108	11/25/2025	Grigoruk, Scott P	01-4300		50.00
3005-340109	11/25/2025	Warner, Kristina N	01-4300		306.47
3005-340110	11/25/2025	Solano, Kimberly A	01-4300		62.37
3005-340111	11/25/2025	Greathouse, Kelsi L	01-4300		51.02
3005-340112	11/25/2025	Coon, Jessica L	01-4300		854.89
3005-340113	11/25/2025	Schmidt, Nicholle	01-4300		41.47
3005-340114	11/25/2025	Maynard, Aimee S	01-4300		215.82
Total Number of Checks			91		724,016.65

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	75	273,512.55
12	ChildDevelopmentFund	6	2,506.95
13	CafeteriaSpecialRevenueFund	13	21,010.31
35	CountySchoolFacilitiesFund	2	403,530.50
40	SpecResCapitalOutlayFund	1	23,456.34
Total Number of Checks		91	724,016.65
Less Unpaid Tax Liability			.00
Net (Check Amount)			724,016.65

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
December 17, 2025	Annual Organizational Meeting	District Boardroom	5:00 PM
December 24-25, 2024	Christmas Holiday (No students, teachers or staff)		
December 31, 2024	New Year's Eve (No students, teachers or staff)		

PALERMO UNION SCHOOL DISTRICT				
ENROLLMENT REPORT				
MONTH THREE		ENROLLMENT PERIOD 9/29/25-10/24/25		
TK			4TH GRADE	
Gutierrez, N	20		Borquez	26
Lewis	17		Collins	24
Teer	20		Dailey	28
Villa	15		Langone	28
	72		Smith	26
			TOTAL	132
KINDERGARTEN				
Adams	21		5TH GRADE	
Fairbanks	24		Benson	27
Hughes	19		Corkin	29
Kassel	21		Russell	29
Neville	21		Robertson	29
Turner	21		Sharp	29
Butler - Honcut	2		TOTAL	143
TOTAL	129			
			6TH GRADE	
1ST GRADE			Aplustill	19
Addams	22		Cotter	19
Dolan	22		Jacobs	18
Fox	22		McCoy, Alfred	18
Mann	22		McCoy, Andrew	19
Santos	21		McCoy, Stephanie	18
Thao	21		Quezada	17
Butler - Honcut	6		Woodbury	20
			TOTAL	148
TOTAL	136			
			7TH GRADE	
2ND GRADE			Crabtree	17
Bidlack	23		Davis	18
Brenner	22		Gomez	17
Cole	23		Greathouse	19
Hartman	23		Maynard	18
Ronan	23		Schmidt	17
Ruff	23		Slaten	18
Butler - Honcut	5		Smithey	18
			TOTAL	142
TOTAL	142			
			8TH GRADE	
3RD GRADE			Barcelos	18
Allsup	23		Fox	20
Brothers	21		Kubecki	20
Galev	21		Maturino	21
Leonard	21		Osmun	21
Mattern	19		Wood	21
Wright	22		Wright	21
Butler - Honcut	2		TOTAL	142
TOTAL	129			
			COMMUNITY DAY SCHOOL	
			Sasaki	4
			TOTAL	4
SPECIAL EDUCATION			HOME STUDY (FTI)	
Fischer-TK-Wilcox	2			
Fischer- K- Wilcox	1		Palermo	9
Fischer -1- Wilcox	1		Wilcox	1
Fischer - 2- Wilcox	0		Golden Hills	1
Fischer -3- Wilcox	0		Honcut	0
Crabtree - 3 Wilcox	0		TOTAL	11
Beard -4- Golden Hills	0			
Tauao'o -5- Golder	0		INDEPENDENT STUDY	
Andracchio -6- Palermo	0		Palermo	3
Rogers -7- Palermc	0		Wilcox	3
Crabtree -8- Palerr	0		Golden Hills	0
			Honcut	0
TOTAL	4		TOTAL	6
COMMUNITY DAY SCHOOL				4
HONCUT SCHOOL				15
PALERMO SCHOOL				444
HELEN WILCOX SCHOOL				599
GOLDEN HILLS SCHOOL				276
TOTAL				1340

STAFF DEVELOPMENT REPORT
November 2025
All totals are approximates.

Cooperating Teacher Conference

Maynard

Sacramento

01/27-01/28/26

Funding: 7010

\$799.00

		MONTH:	Oct 1 - Oct 31, 2025			
	BEG BAL	RECEIPTS	DISBURSEMENTS	TRNFS	FEE/SVC CHG	ENDING BAL
Account Name						
PACE	\$535.68					\$535.68
102 PAL ST BODY	\$8,001.85	\$2,575.00	(\$1,702.77)			\$8,874.08
202 SPORTS	\$1,802.21					\$1,802.21
203 Boys Bball	\$1,731.83					\$1,731.83
204 Girls Bball	\$48.54					\$48.54
205 REFEREE	\$0.00					\$0.00
300 Yearbook	\$6,524.92	\$40.00				\$6,564.92
402 PAL LIBRARY	\$1,156.25					\$1,156.25
502 BAND	\$6,919.79					\$6,919.79
505 DRILL TEAM	\$303.11					\$303.11
506 6TH GRADE	\$1,376.13					\$1,376.13
507 7TH GRADE	\$1,086.75					\$1,086.75
509 8TH GRADE	\$2,232.48					\$2,232.48
511 CLUB LIVE	\$4,684.23					\$4,684.23
512 CHESS CLUB	\$290.22					\$290.22
513 FFA	\$7,444.45	\$955.00	(\$1,056.80)			\$7,342.65
514 Floral	\$14,298.16	\$680.00				\$14,978.16
Undeposited Funds	\$0.00	\$225.00				\$225.00
	\$58,436.60					\$60,152.03

**PALERMO UNION SCHOOL DISTRICT
DISTRICT-WIDE DISCIPLINE REPORT:**

October 2025										
INFRACTION In School Suspensions										
Grounds for Suspension/Expulsion	TK	K	1	2	3	4	5	6	7	8
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.						1	1	1		
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.								1		
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his designee.										
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.										
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.										
(e) Committed or attempted to commit robbery or extortion.										
(f) Caused or attempted to cause damage to school property or private property.										
(g) Stole or attempted to steal school property or private property.										
(h) Possessed or used tobacco.										
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.										
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.										
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.										
(l) Knowingly received stolen school property or private property.										
(m) Possessed an imitation firearm.										
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.										
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.										
(r) Engaged in an act of bullying, including bullying committed through electronic means.										1
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)										
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)										
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)										
.7 Made terroristic threats against school officials or school property.										
Total Number of Incidents	0	0	0	0	0	1	1	2	0	1

**PALERMO UNION SCHOOL DISTRICT
DISTRICT-WIDE DISCIPLINE REPORT:**

INFRACTION	Out of School Suspensions									
Grounds for Suspension/Expulsion	TK	K	1	2	3	4	5	6	7	8
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.						1		2	2	
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.										
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his Designee.										
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.										
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.										
(e) Committed or attempted to commit robbery or extortion.										
(f) Caused or attempted to cause damage to school property or private property.										
(g) Stole or attempted to steal school property or private property.										
(h) Possessed or used tobacco.										
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.										
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.										
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.										
(l) Knowingly received stolen school property or private property.										
(m) Possessed an imitation firearm.										
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.										
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.										
(r) Engaged in an act of bullying, including bullying committed through electronic means.										
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)										
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)										
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)										
.7 Made terroristic threats against school officials or school property.										
Total Number of Incidents	0	0	0	0	0	1	0	2	2	0

**PALERMO UNION SCHOOL DISTRICT
DISTRICT-WIDE DISCIPLINE REPORT:**

INFRACTION <u>Number of referrals to AEP</u>										
Grounds for Suspension/Expulsion	TK	K	1	2	3	4	5	6	7	8
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.		3		1	2	8	2	2		
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.										
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his Designee.										
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.										
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.										
(e) Committed or attempted to commit robbery or extortion.										
(f) Caused or attempted to cause damage to school property or private property.										
(g) Stole or attempted to steal school property or private property.										
(h) Possessed or used tobacco.										
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.			1		1	3				
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.									2	1
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.		1		5	1	9	18	6	9	13
(l) Knowingly received stolen school property or private property.										
(m) Possessed an imitation firearm.										
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.										
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.										
(r) Engaged in an act of bullying, including bullying committed through electronic means.										
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)										
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)										
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)										
.7 Made terroristic threats against school officials or school property.										
Total Number of Incidents	0	4	1	6	4	20	20	8	11	14

**PALERMO UNION SCHOOL DISTRICT
DISTRICT-WIDE DISCIPLINE REPORT:**

Number of Days Suspended	TK	K	1	2	3	4	5	6	7	8
1 Day						1	1	1		1
2 Days								3		
3 Days									1	
4 Days									1	
5 Days							1			
Total Days	0	0	0	0	0	0	5	0	7	0
Superintendent/Designee Alternative to Suspension/Expulsion # of Students (extensions beyond 5 days)										
<p>SUMMARY OF BUS VIOLATIONS</p>										
	TK	K	1	2	3	4	5	6	7	8
FIRST VIOLATION: Warning by Principal, notification of parent.										
SECOND VIOLATION: Student will not be permitted on ANY bus for five (5) school days, and until the parents and student have had a conference with the Principal.							1	1		
THIRD VIOLATION: Exclusion from riding ANY bus for the remainder of the school year unless reinstated by the Principal.										
FOURTH VIOLATION: Exclusion from riding ANY bus for ANY reason. (Minimum exclusion shall be until the last day of the trimester following the trimester in which the exclusion occurred.)										
TOTAL	0	0	0	0	0	0	1	1	0	0

BOARD ACTION ITEM SUMMARY

Subject: Annual Disclosure of Developer Fees Fund 25 for Fiscal Year 2025-26

From: Ruthie Anaya, Assistant Superintendent of Business Services

Fiscal Impact: Information Report Only

Date: 12/17/2025

Government Code Section 66006 requires any public agency collecting developer fees to report annually on the status of these funds. Government Code Section 66001(d) requires information to be presented for the past 5 years for any uncommitted or unexpended funds. The attached report presents the required information.

Currently the district's school impact fee for residential construction is \$5.17 per square foot and \$0.84 per square foot for commercial construction. Amounts collected from this fee are deposited in the Capital Facilities Fund.

The district used all available developer fees for the portable building projects at Helen Wilcox, Golden Hills and Palermo Middle School.

	Actual 2020-21	Actual 2021-22	Actual 2022-23	Actual 2023-24	Actual 2024-25	Budget 2025-26
Beginning Balance	\$ 214,244.51	\$ 254,969.59	\$ 277,314.53	\$ 339,629.46	\$ 197,579.76	\$ (3,538.05)
Revenues						
Fees Collected	41,099.17	34,655.02	63,986.10	29,971.41	13,538.64	25,000.00
Interest Earned	2,378.86	2,147.32	5,728.83	11,095.91	1,945.79	2,000.00
Fair Market Value Investment Change	(2,752.95)	(10,657.40)	-	3,523.04	5,555.26	-
Transfers In	-	-	-	-	-	-
Total Revenues	<u>40,725.08</u>	<u>26,144.94</u>	<u>69,714.93</u>	<u>44,590.36</u>	<u>21,039.69</u>	<u>27,000.00</u>
Expenditures						
Developer Fee Study	-	3,800.00	7,400.00	22,000.00	-	-
Building Projects	-	-	-	164,640.06	222,157.50	-
Total Expenditures	<u>-</u>	<u>3,800.00</u>	<u>7,400.00</u>	<u>186,640.06</u>	<u>222,157.50</u>	<u>-</u>
Increase/(Decrease) in Fund Balance	<u>40,725.08</u>	<u>22,344.94</u>	<u>62,314.93</u>	<u>(142,049.70)</u>	<u>(201,117.81)</u>	<u>27,000.00</u>
Ending Fund Balance	<u><u>\$ 254,969.59</u></u>	<u><u>\$ 277,314.53</u></u>	<u><u>\$ 339,629.46</u></u>	<u><u>\$ 197,579.76</u></u>	<u><u>\$ (3,538.05)</u></u>	<u><u>\$ 23,461.95</u></u>

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
January 19, 2026	Martin Luther King Day (No students, teachers or staff)		
January 28, 2025	Regular Board Meeting	District Boardroom	5:00 PM
February 13-20, 2026	Intercession (No students, teachers or 10-month employees)		
February 12, 2026	Lincoln's Birthday (No students, teachers or staff)		
February 16, 2026	President's Day (No students, teachers or staff)		
February 25, 2026	Regular Board Meeting	District Boardroom	5:00 PM
March 25, 2026	Regular Board Meeting	District Boardroom	5:00 PM
April 6-10, 2026	Easter Break (No students, teachers or 10-month employees)		
April 16, 2026	Open House	Palermo Middle School	5:30 PM
April 22, 2026	Regular Board Meeting	District Boardroom	5:00 PM
May 14, 2026	Spring Band Concert	Palermo Middle School	6:00 PM
May 25, 2026	Memorial Day (No students, teachers or staff)		
May 27, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 4, 2026	8th Grade Graduation	Palermo Middle School	9:00 AM
June 19, 2026	Juneteenth (No students, teachers or staff)		
June 17, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 24, 2026	Regular Board Meeting	District Boardroom	5:00 PM
July 22, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 26, 2026	Regular Board Meeting	District Boardroom	5:00 PM
September 23, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 28, 2026	Regular Board Meeting	District Boardroom	5:00 PM
November 11, 2026	Veteran's Day (No students, teachers or staff)		
November 18, 2026	Regular Board Meeting	District Boardroom	5:00 PM
December 16, 2026	Annual Organizational Meeting	District Boardroom	5:00 PM

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
January 19, 2026	Martin Luther King Day (No students, teachers or staff)		
January 21, 2026	Regular Board Meeting	District Boardroom	5:00 PM
February 13-20, 2026	Intercession (No students, teachers or 10-month employees)		
February 12, 2026	Lincoln's Birthday (No students, teachers or staff)		
February 16, 2026	President's Day (No students, teachers or staff)		
February 25, 2026	Regular Board Meeting	District Boardroom	5:00 PM
March 18, 2026	Regular Board Meeting	District Boardroom	5:00 PM
April 6-10, 2026	Easter Break (No students, teachers or 10-month employees)		
April 15, 2026	Regular Board Meeting	District Boardroom	5:00 PM
April 16, 2026	Open House	Palermo Middle School	5:30 PM
May 14, 2026	Spring Band Concert	Palermo Middle School	6:00 PM
May 20, 2026	Regular Board Meeting	District Boardroom	5:00 PM
May 25, 2026	Memorial Day (No students, teachers or staff)		
June 4, 2026	8th Grade Graduation	Palermo Middle School	9:00 AM
June 17, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 19, 2026	Juneteenth (No students, teachers or staff)		
July 4, 2026	4th of July		
July 15, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 19, 2026	Regular Board Meeting	District Boardroom	5:00 PM
September 16, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 21, 2026	Regular Board Meeting	District Boardroom	5:00 PM
November 11, 2026	Veteran's Day (No students, teachers or staff)		
November 18, 2026	Regular Board Meeting	District Boardroom	5:00 PM
December 16, 2026	Annual Organizational Meeting	District Boardroom	5:00 PM

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
January 14, 2026	Regular Board Meeting	District Boardroom	5:00 PM
January 19, 2026	Martin Luther King Day (No students, teachers or staff)		
January 28, 2025	Regular Board Meeting	District Boardroom	5:00 PM
February 11, 2026	Regular Board Meeting	District Boardroom	5:00 PM
February 13-20, 2026	Intercession (No students, teachers or 10-month employees)		
February 12, 2026	Lincoln's Birthday (No students, teachers or staff)		
February 16, 2026	President's Day (No students, teachers or staff)		
February 25, 2026	Regular Board Meeting	District Boardroom	5:00 PM
March 11, 2026	Regular Board Meeting	District Boardroom	5:00 PM
March 25, 2026	Regular Board Meeting	District Boardroom	5:00 PM
April 6-10, 2026	Easter Break (No students, teachers or 10-month employees)		
April 16, 2026	Open House	Palermo Middle School	5:30 PM
April 22, 2026	Regular Board Meeting	District Boardroom	5:00 PM
May 13, 2026	Regular Board Meeting	District Boardroom	5:00 PM
May 14, 2026	Spring Band Concert	Palermo Middle School	6:00 PM
May 25, 2026	Memorial Day (No students, teachers or staff)		
May 27, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 4, 2026	8th Grade Graduation	Palermo Middle School	9:00 AM
June 10, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 19, 2026	Juneteenth (No students, teachers or staff)		
June 17, 2026	Regular Board Meeting	District Boardroom	5:00 PM
June 24, 2026	Regular Board Meeting	District Boardroom	5:00 PM
July 8, 2026	Regular Board Meeting	District Boardroom	5:00 PM
July 22, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 12, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 26, 2026	Regular Board Meeting	District Boardroom	5:00 PM

September 9, 2026	Regular Board Meeting	District Boardroom	5:00 PM
September 23, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 14, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 28, 2026	Regular Board Meeting	District Boardroom	5:00 PM
November 11, 2026	Veteran's Day (No students, teachers or staff)		
November 18, 2026	Regular Board Meeting	District Boardroom	5:00 PM
December 16, 2026	Annual Organizational Meeting	District Boardroom	5:00 PM



LICENSE AGREEMENT

This Agreement effective **January 15, 2026**, is made and entered into by **Palermo Union Elementary School District** ("Licensee") and Document Tracking Services ("DTS") as Licenser, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.



7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

10.1 Licensee shall pay a fee of **\$1,650.**

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0.**

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

11. Warranty.

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

- 15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

- 15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: November 17, 2025

Licensee

By: _____

Date: _____

Palermo Union Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2025 School Accountability Report Card, English & Spanish (CDE Template)
2. 2026 School Plan for Student Achievement (CDE Template)
3. 2026 Comprehensive School Safety Plan (Custom Template)
4. 2026 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

SAN JOAQUIN COUNTY OFFICE OF EDUCATION SEIS BILLING SERVICES AGREEMENT

This Agreement made and entered this **July 1, 2025** between **Palermo Union Elementary School District, a public agency of the State of California** hereinafter referred to as "**CLIENT**", having an address at 7390 Bulldog Way, Palermo, California 95968 and **San Joaquin County Office of Education, a California County Office of Education**, hereinafter referred to as "**SJCOE**" having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** shall be considered a "Business Associate," and **CLIENT** shall be considered a "Covered Entity" as such terms are defined under the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively, "HIPAA").

The parties hereto agree that **SJCOE** will provide the Local Education Agency (LEA claiming services outlined in the California State Plan under Title XIX of the Social Security Act. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION, EVERGREEN CLAUSE AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2025 (Effective Date)**, for preparing LEA billing claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each year unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

The obligations of **SJCOE** to protect the confidentiality of the PHI (as defined hereinafter) in its possession and/or known to it, its employees, agents or subcontractors, shall survive termination of this agreement for any reason. In addition, at the termination of this Agreement for any reason, **SJCOE** shall return, destroy, or de-identify all PHI received from, created, maintained, or received by **SJCOE** on behalf of **CLIENT**. If de-identification or destruction of all or part of the PHI is not commercially feasible, **SJCOE** shall extend the protections of this Agreement for as long as necessary to protect the PHI

and to limit further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If **SJCOE** elects to destroy the PHI it shall certify to **CLIENT** in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, **SJCOE** shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

2. **SEIS BILLING INPUT DATA**

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS), (IEP & Non-IEP) Billing, including electronic entries for the LEA Medi-Cal Billing Option Program and Multi-Payer Fee Schedule under the Children and Youth Behavioral Health Initiative (CYBHI), which **SJCOE** will process claims. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT**'s behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT**. **CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of Forty-Five Dollars (\$45.00) per hour. Claim Submission for the LEA BOP must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) by the Twelve-Month Billing Limit; within twelve (12) months following the month in which services were delivered. As such, for the LEA BOP, **SJCOE** must receive claims by or within twelve months of the service being rendered. For the Multi-Payer Fee Schedule, **SJCOE** must receive claims by or within one hundred (100) days after a service is rendered. Please note: claims submitted after the required time may become non-reimbursable or reimbursed at a significantly less amount. **SJCOE** will make every reasonable effort to submit each billing claim within forty-five (45) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Department of Health Care Services one (1) year billing limit or the one hundred eighty (180) day billing limit established by the Third-Party Administrator for services billed under the Multi-Payer Fee Schedule. **CLIENT** acknowledges that in the event either entity denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement.

3. **COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES**

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA Program requires that LEAs annually certify that the public funds expended for LEA

services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51. **CLIENT** ensures that only employees and/or contractors providing direct health services (mental health, speech, nursing, occupational, physical therapy, etc.) whom are listed on the Time Study Participant (TSP) cost pool 1 in a given quarter, may be included on the CRCS for that quarter. **SJCOE** will prepare the required bridging document template required by DHCS to include the eligible participants per quarter and provide to **CLIENT** for fiscal data completion. Upon receiving the fiscal information from **CLIENT**, **SJCOE** will prepare the CRCS report on behalf of **CLIENT**. **CLIENT** will certify the CRCS for accuracy prior to **SJCOE**'s submission to DHCS. The submission of the CRCS is ultimately the responsibility of the **CLIENT**. Under DHCS' guidelines, failure to submit the CRCS may put the LEA at risk of future withholds of reimbursement and/or termination in the LEA BOP Program. If **CLIENT** participates in both the LEA Medi-Cal Billing Option Program (LEA BOP) and the CYBHI Multi-Payer Fee Schedule and chooses to use a different vendor for CYBHI billing services, **CLIENT** or its selected vendor shall be responsible for entering practitioner information required for CYBHI program participation.

4. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been electronically submitted to **SJCOE** for processing. **SJCOE** will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed, Agreement for Disclosure and Use of DHCS Data (hereinafter "Data Use Agreement" or "DUA") between the **CLIENT**, **SJCOE** and DHCS/Third-Party Administrator and hereby incorporated by reference.

SJCOE agrees to:

- a. Provide training and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.
- b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program, CYBHI Multi-Payer Fee Schedule, School-Based Medi-Cal Administrative Activities and the Random Moment Time Survey Process. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.
- c. Establish and maintain procedures for the timely preparation of claims to the DHCS Fiscal Intermediary/Third-Party Administrator. This includes setting time schedules that must be adhered to by **CLIENT**'s staff.
- d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal DHCS/Third-Party Administrator. Prepare and submit

monthly claims to the DHCS Fiscal Intermediary/Third-Party Administrator for payment.

- e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate training support activities with the **CLIENT** either virtually or on-site as needed.
- f. The Department of Health Care Services Audits and Investigations unit (A&I) conducts multiple audits ranging from random claims audits, CRCS audits (most common) to field audits. In the event of any of these audits, **SJCOE** will act as the liaison between the **CLIENT** and the auditor via email, phone, and virtual meetings to support the **CLIENT** in the audit process. Upon receiving an audit entrance letter from the DHCS, **SJCOE** will provide in a timely manner to the **CLIENT** the requested documentation to include production logs showing all processed claims for the audit year. Potential fees owed by, or returned, to the district will be based upon the specific final audit findings and circumstances.

CLIENT agrees to:

- a. Ensure that all covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners' licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.
- b. As of July 1, 2021 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School-Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Study (RMTS) unless otherwise acting as a model 2 SJCOE contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA billing services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service provider (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.
- c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS) and the Affordable Care Act. The Compliance plan is intended to assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote,

adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance Federal Register / Vol. 63, No. 243 /. **CLIENT** agrees to adhere to all Policy and Procedure letters (PPL) relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Time Survey Participant lists with **SJCOE** Compliance staff to ensure accurate billing claims.

- d. Provide a contact person(s) who shall serve as coordinator(s) for all **CLIENT** activities (LEA BOP/CYBHI Multi-Payer Fee Schedule and SMAA). These person(s) will work directly with **SJCOE**'s management and support staff to ensure program compliance and authenticity.
- e. Arrange for **CLIENT** staff to attend training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.
- f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

The Parties Agree as follows pertaining to the electronic storage of PHI pursuant to this Agreement:

a. **Use and Disclosure of PHI by CLIENT; Responsibilities.** For purposes of this Agreement the parties acknowledge that regulations applicable to this Agreement include both the federal privacy regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "**Privacy Rule**") and the federal security regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "**Security Rule**"). **CLIENT** shall not include Protected Health Information in any Services other than as permitted by this Agreement.

i. **CLIENT** is responsible for implementing appropriate privacy and security safeguards to protect **CLIENT**'s PHI in compliance with HIPAA and this Agreement. **CLIENT** acknowledges and agrees that **CLIENT** controls how the Covered Services are used and configured and is responsible for ensuring, where applicable, that such usage and configuration is in compliance with HIPAA, and that **CLIENT** shall Use and Disclose PHI only as permitted by HIPAA. Without limiting the generality of the foregoing, **CLIENT** shall do the following:

1. Not authorize, request or require SJCOE to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by **CLIENT**, except as permitted under HIPAA and set forth in this Agreement.
2. Not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause **SJCOE** or one of its Subcontractors to violate this Agreement or any applicable law.
3. Use and retain a level of audit logging sufficient to record all activity related to use of and access to PHI in **CLIENT's** information systems.
4. Ensure that the use of any notation feature in the services, which **CLIENT** agrees and acknowledges is under **CLIENT's** sole control, discretion and liability, is compliant with HIPAA

b. **Use and Disclosure of PHI by SJCOE; Responsibilities.** SJCOE shall Use or Disclose PHI only in the manner and for the purposes set forth in this Agreement or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, **CLIENT** hereby authorizes **SJCOE** to do the following:

1. Use and Disclose PHI as necessary to provide and maintain the HIPAA Covered Services, to prevent or address service or technical problems, and to perform **CLIENT** support services for **CLIENT**;
2. Use and Disclose PHI as Required by Law; and
3. Use and Disclose PHI as necessary for the proper management and administration of **SJCOE** and to carry out the legal responsibilities of **SJCOE**.

c. **Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of **CLIENT**, **SJCOE** agrees to do the following:

1. in accordance with 45 CFR § 164.502(e)(1), **SJCOE** may disclose PHI to Subcontractors and such Subcontractors shall have the rights to Use and Disclose PHI under the agreement between SJCOE and each Subcontractor, provided that SJCOE shall ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of **SJCOE** agree to restrictions and conditions no less restrictive than those that apply to **SJCOE** in this Agreement with respect to such PHI;
2. use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Agreement; and
3. to the extent **SJCOE** carries out the **CLIENT's** obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply

to the **CLIENT** in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Agreement, unless otherwise agreed upon by the parties in writing, SJCOE has no obligations to carry out any of **CLIENT**'s obligations under the Privacy Rule.

i. Breach Notification.

5. SJCOE shall report to **CLIENT** any Use or Disclosure of PHI not provided for in this Agreement of which **SJCOE** becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. **SJCOE** shall provide to the **CLIENT** all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by **CLIENT** for purposes of investigating the Breach as required by HIPAA. For purposes of this Agreement, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402.
6. **SJCOE** shall be required to report to **CLIENT**, without unreasonable delay, only successful Security Incidents pertaining to PHI of which **SJCOE** becomes aware. **SJCOE** hereby provides **CLIENT** with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, which include, but are not limited to, pings and other broadcast attacks on **SJCOE**'s firewall, port scans, unsuccessful log-in attempts, denial of service attacks and any combination of the above, so long as such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.
 - ii. **Access by HHS.** SJCOE shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining **CLIENT**'s compliance with HIPAA.
 - iii. **Individual Access Requests.** SJCOE shall forward to **CLIENT** any requests **SJCOE** receives from an Individual for access to the Individual's PHI that is entered in the HIPAA Covered Services by **CLIENT** to which **CLIENT** shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by providing the HIPAA Covered Services, when properly configured by **CLIENT** to the extent required by the BAA Restrictions, **SJCOE** will make available to **CLIENT** all PHI then contained in the HIPAA Covered Services by **CLIENT**, including PHI about an Individual, to facilitate **CLIENT**'s compliance with the requirements of 45 CFR § 164.524.
 - iv. **Non-Compliance.** If either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material

breach or violation of this Agreement, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Agreement and the Agreement.

5. FEE SCHEDULE

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming approximately twenty percent (20%) of the LEA Coordinator's time at Eighty-Four Dollars (\$84.00) per hour and eighty percent (80%) of the LEA Project Liaison's time at Fifty-One Dollars (\$51.00) per hour. For **CLIENT** convenience, this typically amounts in and around to twelve percent (12%) charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A Seventy-Five Dollar (\$75.00) late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the ninety (90) days of the date of invoice.

6. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT's** (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, SJCOE provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a "local educational agency" under California Education Code Section 49073.1(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

WHEREAS, SJCOE is a “third party” under California Education Code Section 49073.1(6), which defines “third party” as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

- I. Definitions: As used herein the following terms are defined as follows:
- a. “Adult Pupil” means a Pupil who has reached 18 years of age.
 - b. “De-identified Information” means information that cannot be used to identify an individual pupil.
 - c. “Parent” means a natural parent, an adopted parent or legal guardian of a Pupil.
 - d. “Pupil” or “Pupils” means a student or students of **CLIENT**.
 - e. “Personally Identifiable Information” includes: 1) the Pupil’s name, 2) the name of the Pupil’s parent or other family members, 3) the address of the Pupil or Pupil’s family, 4) a personal identifier, such as a Pupil’s social security number, Pupil’s number, or biometric record, 5) other indirect identifiers, such as the Pupil’s date of birth, place of birth, and mother’s maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.
 - f. “Pupil Records” means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other **CLIENT** employee. “Pupil Records” does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the

effectiveness of **SJCOE's** products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

- II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.
- III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.
- IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE's** software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.
- V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT's** verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.
- VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.
- VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:

- a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
- b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.
- c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
- d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.
- e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.
- f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.
- g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.
- h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a thirty (30) day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

- a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.
- b. Parent or Adult Pupil will be immediately notified of:
 - v. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);

- vi. The specific Pupil Records that were used or disclosed without authorization;
- vii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and
- viii. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a “School Official” (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a “legitimate educational interest,” as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

- a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.
- b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT** to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

- X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT**'s written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

7. HIPAA OBLIGATIONS:

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement. The PHI subject to this Agreement shall be and remain the property of **CLIENT**. **SJCOE** shall acquire no title or rights to the PHI as a result of this Agreement.

- a. **SJCOE** shall be permitted to use or disclose PHI provided or made available from **CLIENT** to perform any function on behalf of **CLIENT** with regard to the use and disclosure of, and/or access to, PHI that is

required, necessary or desirable for **SJCOE** to carry out its Contractual Obligations under this Agreement and/or other business responsibilities on behalf of **CLIENT** provided such function would not violate HIPAA if done by **CLIENT**. **SJCOE** may use or disclose PHI as required by law.

- b. Except as otherwise limited in this Agreement, **SJCOE** is permitted to use and disclose PHI received from **CLIENT** if necessary for the proper management and administration of **SJCOE**, to carry out the legal responsibilities of **SJCOE**, or otherwise in a manner which does not identify individual patients, provided:
 - i. The disclosure is required by law;
 - ii. **SJCOE** obtains reasonable assurance from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies **SJCOE** of any instance in which it is aware that the confidentiality of PHI has been breached; or
 - iii. the PHI is de-identified.
- c. **SJCOE** shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of **CLIENT**, are consistent with the minimum necessary requirement under HIPAA and **CLIENT's** minimum necessary policies and procedures.
- d. **SJCOE** may use PHI to de-identify the information in accordance with 45 CFR 164.514 (a)-(c).
- e. **SJCOE** may provide data aggregation services relating to the Health Care Operations of **CLIENT**.

8. BUSINESS ASSOCIATE HIPAA OBLIGATIONS

- I. **SJCOE** shall not use or further disclose the PHI provided or made available by **CLIENT** other than as permitted or required by this Agreement or as required by law.
- XI. As of the Agreement Effective Date, **SJCOE** shall establish and thereafter maintain appropriate safeguards, including but not limited to those necessary for compliance with 45 CFR Part 164 (c), to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Agreement and shall

implement Administrative, physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of **CLIENT**.

- XII. **SJCOE** shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- XIII. As of the Agreement Effective Date, **SJCOE** shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR 164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of electronic PHI.
- XIV. Any time that **SJCOE's** subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of **SJCOE**, **SJCOE** shall first enter into a written Agreement with the subcontractor or agent that contains the same terms, conditions, and restrictions on the access, use and disclosure of PHI as contained in this Agreement. **SJCOE** shall also ensure that any subcontractor or agent to whom **SJCOE** provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such electronic PHI.
- XV. **SJCOE** shall make available PHI in a Designated Record Set to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.524. In the event **SJCOE** receives a request for access to PHI directly from the individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.
- XVI. **SJCOE** shall use reasonable efforts to facilitate **CLIENT's** obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event that **SJCOE** receives a request to amend such PHI directly from the Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.
- XVII. **SJCOE** shall maintain and make available the information required to provide an accounting of disclosure of PHI to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.528. In the event that **SJCOE** receives a request for an accounting directly from an Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.
- XVIII. To the extent **SJCOE** is to carry out one or more of **CLIENT's** obligations under 45 CFR 164(e), **SJCOE** shall comply with the requirements of such Subpart that apply to **CLIENT** in the performance of such obligation(s).

- XIX. **SJCOE** shall make its internal practices, books, and records relating to the use or disclosure of PHI received by **SJCOE** on behalf of **CLIENT**, available to the Secretary of the Secretary's designee for the purpose of determining compliance with HIPAA.
- XX. **SJCOE** shall have procedures in place for mitigating, the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Agreement and HIPAA.
- XXI. **SJCOE** shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or subcontractor who violates this Agreement or HIPAA.

9. **COVERED ENTITY HIPAA OBLIGATIONS**

- I. **CLIENT** shall notify **SJCOE** of **CLIENT's** Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect **SJCOE's** use or disclosure of PHI.
- XXII. **CLIENT** shall notify **SJCOE** of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such changes may affect **SJCOE's** use or disclosure of PHI.
- XXIII. **CLIENT** shall notify **SJCOE** of any amendment or restriction to use or disclosure of PHI that **CLIENT** has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect **SJCOE's** use or disclosure of the PHI.
- XXIV. **CLIENT** shall not request **SJCOE** to use or disclose PHI in any manner that would not be permissible under 45 CFR 164(e) if done by **CLIENT** (except as set forth in Section 7 above).

10. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

SJCOE IS PROVIDING THE SEIS BILLING PROGRAM FOR CLIENT'S USE. ACCORDINGLY, SJCOE SHALL NOT BE LIABLE FOR CLIENT'S CONDUCT, INCLUDING ANY VIOLATION OF APPLICABLE LAWS OR REGULATIONS, RESULTING FROM CLIENT'S USE OF THE SEIS BILLING PROGRAM.

11. GENERAL

- b. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- c. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- d. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.
- e. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- f. **CHANGE IN LAW/REGULATION** – In the event that any new laws, regulations, or interpretations applicable to the laws or regulations referenced herein are promulgated, **CLIENT** and **SJCOE** shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession.
- g. **AMENDMENT** – This Agreement may only be amended by a written Agreement between **SJCOE** and **CLIENT**.
- h. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- i. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.
- j. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination

of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

k. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

l. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, the client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education

BY: Warren Sun

NAME: Warren Sun

TITLE: Division Director, Operations

KN

Palermo Union Elementary School District

BY: Ruthie Anaya

NAME: Ruthie Anaya

TITLE: Assistant Superintendent of Business Services

Approved by Board Date: N/A
Please attach a copy of Board approved minutes.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT
ATTACHMENT A - LEA BOP**



Individual LEA:

Selection of this box indicates that the LEA will be utilizing SEIS Billing exclusively for its **Local Educational Agency Billing Option Program (LEA BOP)** billing as an individual LEA that is not billing under a consortium model.



Billing Consortium:

Selection of this box indicates that the LEA is utilizing SEIS Billing exclusively for its Local **Educational Agency Billing Option Program (LEA BOP)** billing as the Lead LEA consortium. Under this consortium model, the Lead LEA and each member LEA listed below will exclusively be using SEIS Billing as their third-party billing vendor for the Local Educational Agency Billing Option Program. The Lead LEA has also confirmed with each member LEA the following:

1. The Lead LEA is the Member LEA's agent;
2. The Lead LEA is authorized to handle all matters concerning LEA BOP with DHCS on behalf of the Member LEA;
3. If the Member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place with the Lead LEA;
4. All personally identifiable data will be protected by the Family Educational Rights and Privacy Act (FERPA) and/or, if applicable, HIPAA; and,
5. The Lead LEA's authority is valid until the member LEA has revoked authority in writing.

The Billing Consortium model as referenced above consists of the following:

LEA NAME	National Provider Identifier (if the member has one)	LEA Address
LEAD LEA:		
Palermo Union Elementary	1821145517	7390 Bulldog Way, Palermo CA 95968
MEMBER LEAs:		



REQUEST FOR NON-FINANCIAL CONTRACT REVIEW
BUTTE COUNTY GENERAL SERVICES

NF1088

TO BE COMPLETED BY SUBMITTING DEPT. (A MINIMUM OF TWO ORIGINALS AND ONE COPY OF THE CONTRACT MUST BE ATTACHED UNLESS CONTRACT IS GOING TO THE BOARD, THEN THREE ORIGINALS AND ONE COPY)

Approval Authority:	<input type="checkbox"/> Board of Supervisors	<input checked="" type="checkbox"/> General Services	<input type="checkbox"/> Department Only
<input type="checkbox"/> Contract Initial Review	<input checked="" type="checkbox"/> Contract Approval Review	<input type="checkbox"/> Amendment Initial Review	<input type="checkbox"/> Amendment Approval Review
Date Submitted:	01/08/2025		
Department:	Public Health		
Dept. Contact:	Amy Addington-Emmett		
Phone:	552-4051		
Name of Contractor:	Palermo Union Elementary School District		
Title of Contract:	Memorandum of Understanding		
Brief Description of Provision:	To provide school based dental services.		

Start Date:	Execution	End Date:	5 years thereafter	Duration:	5 years
-------------	-----------	-----------	--------------------	-----------	---------

DEPARTMENT AUTHORIZATION AND APPROVAL

Requested Date of Approval:	Requested BOS Date:	If transmittal has already been submitted this sheet should be YELLOW.
<input type="checkbox"/> When fully routed send directly to Clerk of the Board	<input checked="" type="checkbox"/> When fully routed notify Dept. contact for instruction	

The undersigned hereby certifies that the attached contract and the processes that produced it were accomplished in compliance with the Butte County Ordinance, the Butte County Contracting/Procurement Policies and Procedures Manual, and in accordance with Butte County Fiscal Goals and Objectives.

Amy Addington-Emmett	DocuSigned by: <i>Amy Addington-Emmett</i> 30E00B4D93DC420...	1/10/2025
----------------------	---	-----------

Typed or Printed Name of Dept. Head or Designee	Signature of Dept. Head or Designee	Date
---	-------------------------------------	------

FOR REVIEW RECORDS ONLY

Review	Received	Log Out	Comments or Notations	Reviewer Initials
GS Contracts Division:			1/13/2024 1/17/2024 NF1088	<div>DS</div> <div>SH</div>
County Counsel:				<div>Initial</div> <div>BJS</div>
Approval Authority:				<div>DS</div> <div>SM</div>
GS Front Desk Staff:	<input checked="" type="checkbox"/> Log Contract <input checked="" type="checkbox"/> Complete Log + Upload to LF			

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF BUTTE
And
Palermo Union Elementary School District

This Memorandum of Understanding (MOU) is entered into by and between the County of Butte (County), a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "BCPH", and Palermo Union Elementary School District, hereinafter referred to as "Contractor", hereinafter individually as "Party" and collectively as "Parties". This MOU shall set forth the terms in which BCPH and Contractor intend to work together to provide School Based Dental Services (SBDS) to students in the Palermo Union Elementary School District.

Through the act of Novation, County and Contractor desire to discharge County contracts NF717 and NF0719, and parties now mutually agree to replace all obligations of parties, without recourse, with the valid terms, conditions and consideration contained herein.

Both County and Contractor agree to the following:

I. Contractor and County jointly agree to:

1. No later than two weeks before each scheduled SBDS, County and Contractor shall meet to:
 - i. Plan logistics of the scheduled SBDS.
 - ii. Confirm Points-of-Contact, of both County and Contractor.
 - iii. Discuss follow up procedures for referrals for emergency dental services and/or follow-up care if necessary. Details of follow-up procedures to be discussed shall include the following:
 - a. Determine whether County or Contractor shall perform follow up procedures, based on capacity, ability, and potential amount of referrals.
 - b. If necessary, whether County or Contractor shall perform long-term care coordination in students requiring more extensive and complex dental services.
 - c. Discuss specifically what follow-up and care coordination entails.

II. Contractor Shall:

1. Provide access for both billable and no cost SBDS to students in the Palermo Union Elementary School District. SBDS include some or all of the following: oral health screenings, Caries Risk Assessment, fluoride varnish, prophylaxis (dental cleanings), sealants, nutrition counseling, oral health education, and referrals for emergency dental services and/or follow-up care if necessary.
2. Provide an appropriate space agreed upon by both parties for BCPH Staff to set up and provide SBDS to students; provide tables and chairs, access to sink with water, and electrical outlet.
3. No later than two weeks prior to each scheduled SBDS, ensure students have received County-provided:
 - i. Informational flyer, mentioned here by reference only, which explains SBDS.
 - ii. Parent/legal guardian consent forms, mentioned here by reference only:
 - a. Parent/Legal Guardian Active Consent Form.
 - b. Parent/Legal Guardian Opt Out Form.
 - c. Student's Medi-Cal information, if applicable.
4. Provide a Point-of-Contact to work in the coordination, implementation and management of the SBDS. Facilitate the flow of students and escort the students to and from their classrooms, if needed.
5. If determined that Contractor shall perform follow-up procedures per item I.1.iii.a. above:
 - i. Advise school staff and parents/legal guardians to schedule appointments with a local dentist no later than fourteen (14) days after Attachment B, Screening Report Card, attached hereto and incorporated herein, is provided.
 - ii. Ensure that a long-term care coordination plan is in place, if necessary.

- iii. Follow-up procedures shall be in accordance with mandated reporting rules, mentioned here by reference only.

III. County Shall:

1. No later than two weeks prior to the scheduled SBDS, provide:
 - i. Informational flyer, which explains SBDS.
 - ii. Parent/legal guardian consent forms:
 - a. Parent/Legal Guardian Active Consent Form.
 - b. Parent/Legal Guardian Opt Out Form.
 - c. Student's Medi-Cal information, if applicable.
2. Provide a Screening Report Card for all students who require additional treatment.
3. Provide a Registered Dental Hygienist (RDH) and additional BCPH staff to conduct the following SBDS (with parent/legal guardian consent):
 - a. Oral Health Screening
 - b. Caries Risk Assessment for children aged 0 – 6 years
 - c. Prophylaxis (Dental Cleanings)
 - d. Fluoride Varnish Treatments
 - e. Sealants
 - f. Nutrition counseling and oral health education
 - g. Referrals for emergency dental services and follow-up care
4. Ensure all services are conducted with the necessary parent/legal guardian consent forms.
5. If determined that County shall perform follow-up procedures per item I.1.iii.a. above:
 - i. Advise parents/legal guardians to schedule appointments with a local dentist no later than fourteen (14) days after a Screening Report Card is provided.
 - ii. Ensure that a long-term care coordination plan is in place, if necessary.
 - iii. Follow-up procedures shall be in accordance with mandated reporting rules.
6. If determined that Contractor shall perform follow-up procedures per item I.1.iii.a. above:
 - i. Allow fourteen (14) days after the Screening Report Card is provided for school staff and parents/legal guardians to schedule appointments with a local dentist.
 - ii. If no appointment is made within this period, and emergency services are recommended, BCPH RDH shall assist in connecting the parent/legal guardian to a local dentist and ensure that a long-term care coordination plan is in place, if necessary.
 - iii. Follow-up procedures shall be in accordance with mandated reporting rules.
7. Provide all necessary supplies and dental equipment to conduct SBDS, including, but not limited to required forms, personal protective equipment (PPE) such as face masks, face shields, gloves, gowns, hand sanitizer, sealant, and varnish.
8. Provide BCPH Staff to attend school events and activities to promote SBDS and assist with parent/legal guardian information and forms.

TERMS AND CONDITIONS:

- I. **TERM:** The term of this MOU shall become effective upon execution and terminate five years thereafter.
- II. **COMPENSATION:** This MOU is non-financial in nature and binds no party to financial obligations to any other. Each party will manage its own finances and neither can commit funds or the actions of the other party.
- III. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this MOU.
- IV. **MUTUAL HOLD HARMLESS:** Contractor shall defend, indemnify and hold harmless County, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense,

attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor , its officers, agents or employees.

County shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

- V. **INSURANCE:** Each party shall maintain their own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.
- VI. **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.
- VII. **NOTICES:** All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:
- | | |
|-------------------------------------|------------------------------|
| County: | Contractor: |
| DeAnne Blankenship | Gary Rogers |
| Butte County Public Health | Palermo Union Elementary |
| 202 Mira Loma Drive | 7390 Bulldog Way |
| Oroville, CA 95965 | Palermo, CA 95968 |
| Email: dblankenship@buttecounty.net | Email: grogers@palermok8.org |
| Phone: (530) 552-4000 | Phone: (530) 533-4842 |
- VIII. **DISPUTE RESOLUTION:** Any disagreements that may occur shall be resolved at the lowest possible level within County and Contractor and with a cooperative spirit. County and Contractor will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between County and Contractor after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.
- IX. **APPLICABLE LAW AND FORUM:** This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.
- X. **TERMINATION:** County and Contractor each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.
- XI. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor.
- XII. **ATTACHMENTS:** The parties agree to comply with the terms and conditions of the following exhibits and/or attachments, which are by this reference, made a part of the MOU.

Attachment A – Business Associate Addendum

Attachment B – Screening Report Card

- XIII. **ELECTRONIC SIGNATURES:** Electronic Signatures: Each Party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The Parties further agree that the electronic signatures of the Parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- XIV. **SIGNATURE AUTHORITY:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

Signed by:
DeAnne Blankenship 1/10/2025
6A869673C56840A...
DeAnne Blankenship, Interim Director Date
Butte County Public Health Department

Signed by:
Gary Rogers 1/9/2025
8F289082A798416...
Gary Rogers, Superintendent Date
Palermo Union Elementary School District

DocuSigned by:
Sarah MacArthur 1/17/2025
A49A2191B65A443...
Sarah MacArthur, Deputy Director Date
General Services

DocuSigned by:
Sydney Howerton 1/17/2025
D6840A329915462...
REVIEWED FOR CONTRACT POLICY Date
COMPLIANCE
General Services Contracts Division

Signed by:
Brad Stephens 1/17/2025
DB0BCFE3AF2A430...
REVIEWED AS TO FORM: Date
Brad J. Stephens
Interim Butte County Counsel

Attachment A

COUNTY OF BUTTE BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **County of Butte** (COUNTY), a covered entity and **Palermo Union Elementary School District**, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

RECITALS

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and continued in this Addendum.

Definitions

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. "BUSINESS ASSOCIATE" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean **Palermo Union Elementary School District**.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the **County of Butte (COUNTY)**.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

BUSINESS ASSOCIATE agrees to: (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;

(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY's unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact **DeAnne Blankenship** at **530-552-4000** regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY's unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

County of Butte – Covered Entity

Signed by:
Signature: DeAnne Blankenship
6A869673C56848A...

Name: DeAnne Blankenship

Title: Interim Director

Date: 1/10/2025

Palermo Union Elementary School District – Business Associate

Signed by:
Signature: Gary Rogers
8F289082A798416...

Name: Gary Rogers

Title: Superintendent

Date: 1/9/2025

ATTACHMENT B





Dear Parent/Guardian:

Today, on (date) your child _____ received the following dental services at _____ school.

*****These services do not take the place of a regular dental exam*****

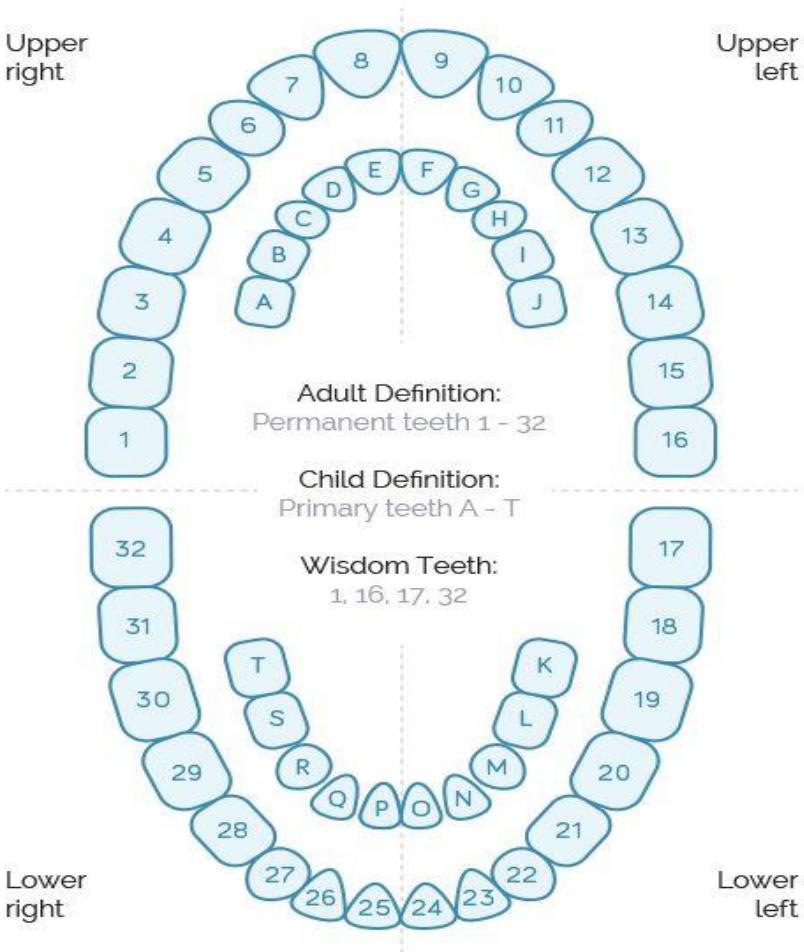
- ☐ Dental Screening (Carries Risk Assessment for children between ages 0-6)
- ☐ Fluoride Varnish Application
- ☐ Dental Cleaning/Prophy
- ☐ Nutrition Counseling
- ☐ Dental Sealants

If a box is checked below, please follow up with a Dentist:

- ☐ EMERGENCY DENTAL CARE TREATMENT- It is highly recommended that your child be seen by a dentist right away. ****See notes on the back page of this form.** 
- ☐ Schedule a regular dental appointment with a dental provider. **See notes** 
- ☐ Your child has permanent molars and would benefit from dental sealants

A regular dental check-up should occur every 6 months for most children. If your child needs dental care, please make an appointment with a dentist as soon as possible

Tooth name	Eruption timeline	Loss timeline
Lower central incisors	6 to 10 months old	6 to 7 years old
Upper central incisors	8 to 12 months old	6 to 7 years old
Upper lateral incisors	9 to 13 months old	7 to 8 years old
Lower lateral incisors	10 to 16 months old	7 to 8 years old
Upper first molars	13 to 19 months old	9 to 11 years old
Lower first molars	14 to 18 months old	9 to 11 years old
Upper canines	16 to 22 months old	10 to 12 years old
Lower canines	17 to 23 months old	9 to 12 years old
Lower second molars	23 to 31 months old	10 to 12 years old
Upper second molars	25 to 33 months old	10 to 12 years old



NOTES:



K12 Strong Workforce Program

Data Sharing

Memorandum of Understanding

This data sharing Memorandum of Understanding ("MOU") is entered into by the California Community Colleges Chancellor's Office ("Chancellor's Office") and **Palermo Union Elementary School District**.

(referred to below as the "Entity"). This MOU shall be referred to as the "K12 Strong Workforce Program Data Sharing MOU."

I. PURPOSE

The purpose of this MOU is to document the terms and conditions under which the ENTITY agrees to release confidential student data to the Chancellor's Office for the purposes of:

1. Carrying out the responsibilities and advancing the purposes set forth in the California Strong Workforce Program ("SWP"), Education Code section 88821 et. seq.;
2. Fulfilling data reporting obligations set forth in SWP legislation, including without limitation Education Code section 88828;
3. Complying with the terms of SWP grant award(s);
4. Collecting, maintaining, and reporting data to facilitate program coordination and alignment with other workforce training, education, and employment services and operate in compliance with the California Strategic Workforce Development Plan and the federal Workforce Innovation and Opportunity Act, including audits and evaluations of such state and federally funded education programs.

II. FERPA COMPLIANCE

Chancellor's Office is authorized to receive the data elements listed in this MOU under the following the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99) ("FERPA") exceptions:

- A. Chancellor's Office is considered a Contractor by Entity in collecting, maintaining and reporting Entity's data pursuant to 34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii).]
- B. Chancellor's Office is designated as the "Authorized Representative" of Entity for purposes of collecting, maintaining and reporting Entity's data audit or evaluate a Federal or State supported education program or comply with federal requirements of such programs. 34 CFR §§ 99.31(a)(3) and 99.35

III. SCOPE OF WORK

- A. The state allocates funds to the Chancellor's Office to administer the Request for Applications (RFA) and related awards to local education agencies for the K12 Strong Workforce Program (SWP) to create, support, and/or expand high-quality CTE at the K-12 level (Education Code, Section 88827). The Chancellor's Office collects data as a Contractor of the local education agencies relating to the SWP to advance the objectives of SWP, including without limitation, supporting collaboration across education systems and supporting the development and implementation of high-quality, equity driven K-14 career technical education course sequences, programs, and pathways.
- B. The Scope of Data Sharing is detailed in the table below.

File Name	Description
SENR	Student Enrollment
SINF	Student Information (demographics, etc.)
STAS	Student Absence Summary
SPRG	Student Programs
CRSC	Course Completion
SCSC	Student Course Completion
SCTE	Student Career Technical Education
SELA	Student English Language Acquisition
SDIS	Student Discipline File
SINC	Student Incident
SIRS	Student Incident
SOFF	Student Offense
PSTS	Post-Secondary Status

IV. DEFINITIONS

The following definitions apply for the purposes of this MOU:

- C. **"Project(s)"** means the collection of Data by the Chancellor's Office as a contractor of Entity to comply with the SWP legislation or related grant(s) and/or as the authorized representative of Entity to maintain datasets for an audit or evaluation of a federal or state supported education programs or to enforce or comply with federal legal requirements that relate to those programs as described in sections I through III.
- D. **"Authorized Personnel"** means those persons employed by the Chancellor's Office and Chancellor's Office contractors who have a legitimate educational interest and must have access to the Entity's data in order to perform their official duties in connection with the use of data authorized by this MOU in sections I through III.
- E. **"Confidential Data"** means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Section 7920.100 et seq.) or other applicable state or federal laws, whether or not marked "confidential," "proprietary," "privileged" or with similar markings. Confidential Data includes Personally Identifiable Information as defined in subsection (E) and any derivation, aggregation, alteration, modification, or compilation thereof except for De-identified data.
- F. **"Contractor"** For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a Contractor is authorized by the Entity to (1) Perform an institutional service or function for which the agency or institution would otherwise use employees, including without limitation maintaining and reporting Entity data; (2) Is under the direct control of Entity with respect to the use and maintenance of the SWP data elements as exercised through this MOU, the SWP legislation and the Entity's election to participate in the SWP grant; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from educational records.
- G. **"Data"** or **"data"** is a representation of information, facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or by automated means, whether confidential or publicly available.

- H. **"Personally Identifiable Information (PII)"** is any information or data about an individual maintained by an agency that identifies or describes an individual, including but not limited to (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial and employment information.
- I. **"De-identified"** means information or data that is no longer personally identifiable; personal information has been removed.
- J. **"Breach"** means the acquisition, access, use, or disclosure of Confidential Data, including PII, in a manner not permitted under this MOU, FERPA, California Education Code, California Information Practices Act, or other applicable federal or state law which compromises the security or privacy of PII.
- K. **"Contact Person"** means the person(s) designated in section IV.

V. CHANCELLOR'S OFFICE RESPONSIBILITIES

- A. *Data Security.* The Chancellor's Office shall use, disclose, manage and protect the Confidential Data, including PII, received in accordance with the MOU, the Chancellor's Office Data Security Policies, and all applicable federal and state laws. The Confidential Data shall not be used for personal or private gain or profit and may only be used for the Project(s) identified in sections I through III of this MOU.
- B. *Indemnification.* Each Party shall defend, indemnify, and hold the other Party harmless from any and all claims arising out of or in connection with their respective actions or inactions under this MOU, including without limitation, acts or omission in the receipt, transfer, disclosure, re-disclosure, security, use or handling of Confidential Data, including PII.
- C. *Redisclosure of Received Data.* Chancellor's Office may redisclose Data or Confidential Data, including PII, received under this MOU as long as the redisclosure is for the Project purpose and is subject to a written agreement with confidentiality terms applicable federal and state laws.

- D. *Publications.* The Chancellor's Office shall not include in any final report data that may lead to the disclosure of Confidential Data, including PII, when combined with other available data sets. In cases where the Chancellor's Office believes the release of data may lead to the disclosure of Confidential Data, including PII, it shall merge the data into a larger data set.
- E. The Chancellor's Office shall comply with this MOU and the Scope of Data Sharing for the use, transmission, destruction, and the security of any data received under this MOU.
- F. The Chancellor's Office will not, under any circumstances, identify any person, household or family, nor contact any individuals reflected in the data, unless otherwise required by law.
- G. The Chancellor's Office will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data. The Chancellor's Office will immediately notify the Entity in writing of any change to this designation. The Chancellor's Office contact person is:

Tadeh Houspian

Information Security Officer

Digital Innovation and Infrastructure Division

1102 Q Street, 6th Floor

Sacramento, CA 95811

(916) 324-8902

Email: thouspian@cccco.edu with cc to: iso@cccco.edu

The Chancellor's Office liaison for this MOU is:

John Hetts

Executive Vice Chancellor

California Community Colleges Chancellor's Office

1102 Q Street, 6th Floor Sacramento, CA 95811

jhetts@cccco.edu

- H. All Chancellor's Office staff, authorized personnel, or its designees handling or having access to the data must sign a non-disclosure agreement before having access to any Confidential Data.

VI. ENTITY RESPONSIBILITIES

- A. The Entity will securely transfer a data set using a Chancellor's Office provided secure tool to the Chancellor's Office solely for the purposes identified, and as authorized, by the terms of this MOU.
- B. The Entity will designate a contact person to be responsible to act in a liaison capacity throughout the term of this MOU.

The Entity will immediately notify all parties in writing of a change in designation. The contact person is:

NAME: Gary Rogers
530-533-4842
PHONE: grogers@palermok8.org
EMAIL:

- C. Entity will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data throughout the term of this MOU. The Entity will immediately notify all parties in writing of a change in designation. The contact person is:

NAME: Gary Rogers
530-533-4842
PHONE: grogers@palermok8.org
EMAIL:

- D. Entity shall comply with this MOU and the Scope of Data Sharing for the transmission and the security of any data transmitted under this MOU.
- E. Entity shall include the Chancellor's Office and/or this MOU as within Entity's criteria for determining who constitutes a School Official or Contractor and what constitutes a legitimate educational interest in its annual notification of rights.

VII. TERM

This MOU is effective when signed by all parties and remains in effect while the Entity remains a grantee under the K12 SWP, unless terminated by either party pursuant to Section VIII of this MOU.

VIII. OWNERSHIP

At all times, the Entity's data that has been provided to the Chancellor's Office pursuant to this MOU, is the property of the Entity. The Chancellor's Office has no property interest or ownership claim in the Entity data.

IX. GENERAL PROVISIONS

- A. **Amendment and Assignment:** This MOU may be amended at any time by mutual agreement of the Chancellor's Office and the Entity in writing and signed by each party. The appointment of Entity as the Chancellor's Office authorized representative may not be assigned or otherwise transferred to another entity.
- B. **Termination:** This MOU may be terminated by either party without cause by written notice. All data released as part of this MOU will be immediately destroyed once all statutory requirements of the K12 SWP have been met or are no longer in force. In the event of a written notice of termination of this MOU, both Parties shall abide by all legal obligations stated in this MOU or as required by federal and state law for the protection of confidentiality.
- C. **Dispute Resolution Process:** If a genuine dispute arises between the parties, the resolution process outlined below must be followed.
 - 1. If the dispute cannot be resolved informally, the dissatisfied party may request dispute resolution by directing the dispute, in writing, to the other party's supervisor. The grievance must state the disputed issues and the relative positions of the parties. The supervisor shall render a written decision within ten (10) working days after receipt of the written grievance from the dissatisfied party. Should the dissatisfied party disagree with the written response that party may appeal in writing to the appropriate superior of the supervisor making the initial determination. The decision on the appeal shall be in writing and shall be final.
 - 2. For disputes regarding the disclosure by the Chancellor's Office of Confidential Data, including PII, provided by the Entity under this MOU, a written request by the Entity's Contact Person to halt or change the use of the data shall be sufficient to halt or change the use of the data as identified in the request.

3. During the dispute process, the Entity will comply with the written request of the Chancellor's Office regarding the use of the data.

X. ENTIRE AGREEMENT

This MOU, including its Attachments, constitutes the entire agreement between the Chancellor's Office and the Entity regarding this matter. Any prior agreements or any oral representations between the parties concerning the subject matter of this MOU shall be of no force or effect.

The invalidity in whole or in part of any provisions of this MOU shall not void or affect the validity of any other provisions of this MOU.

XI. GOVERNING LAW AND VENUE

This MOU is made and entered into in the County of Sacramento, State of California. The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction. Each party hereby agrees that any action which, in whole or in part, in any way arises under this MOU shall be brought in the State of California, Sacramento County Superior Court, or the United States District Court, Eastern District of California.

XII. EXECUTION

Each of the persons signing this MOU represents that he or she has authority to sign on behalf of and to bind such party.

In witness whereof, the California Community Colleges Chancellor's Office and the Entity have executed this MOU as of the date of the signatures below.

ENTITY NAME

Signature: _____

Date: _____

NAME:

TITLE:

EMAIL:

California Community Colleges Chancellor's Office

Signature: _____

Date: _____

John Hetts
Executive Vice Chancellor
Email: jhetts@cccco.edu

Resolution No. 25-14

Fiscal Year 2026-27 Continued Funding Application

This Resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Social Services (CDSS) for the purpose of providing childcare and development services. If the CFA is approved by the CDSS, the agency's current childcare and development contracts will be automatically renewed for fiscal year (FY) 2026-27. This Resolution further authorizes the designated representatives below to sign the CFA and all related FY 2026-27 contract documents.

BE IT RESOLVED that the Governing Board of the Palermo Union Elementary School District authorizes that the persons listed below, are authorized to sign the FY 2026-27 CFA and all related contract documents for the Governing Board.

Names of Authorized Representatives	Titles
Gary Rogers	Superintendent
Kimberly Butcher	Director of Preschool Programs
Ruthie Anaya	Assistant Superintendent of Business Services

PASSED AND ADOPTED this 17th day of December 2025, by the Governing Board of the Palermo Union Elementary School District of Butte County, California.

I, Mark McClarren, Clerk of the Governing Board of the Palermo Union Elementary School District, of Butte County, California, certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the Resolution is on file in the office of said Board.

Mark McClarren
Clerk of the Governing Board

Date

PUESD Helen Wilcox Elementary School TK Project Change Order Log				Contractor: United Building Contractors, Inc.	
			Original Contract Amt:	\$5,285,338	
Change Order #	Site	Change Order Title	Description	Cost	Board Approval
01	Helen Wilcox	Installation of concrete curb and track.	Install +/- 410lf of Concrete Curb at track, install baserock and Decomposed Granite.	\$ 75,747.98	Approved
02	Helen Wilcox	Solar Panel System Changes	Due to Manufacture production changes and discontinuation of the system a redesign of the system was required.	\$ 5,722.79	Pending Approval
03	Helen Wilcox	Vent Block Installation	While the State Inspector visited the site, a field note required additional ventilation blocking to be incorporated in the Project Design.	\$ 6,885.00	Pending Approval
04	Helen Wilcox	Door Hardware Changes	Change in ADA Hardware required to meet ADA requirements.	\$ 4,161.60	Pending Approval
05	Helen Wilcox	Domestic water changes	Due to unforeseen conditions- while grading the site fire access road, domestic water was hit that was not noted on the plans. Rerouting of the Domestic water was necessary.	\$ 5,443.78	Pending Approval
06	Helen Wilcox	Flooring Changes in Classroom	The flooring layout changed in the classrooms. Endusers requested addition hard surface/ LVT vs. Carpet.	\$5,768.10	Pending Approval
07					
08					
			Adjusted Construction Contract Amount this Period:	\$ 27,981.27	
			Previously Approved Changes:	\$ 75,747.98	
			Current Construction Contract Amount:	\$ 5,389,067.25	
			Available Budgeted Contingency	\$ 264,267.00	
			Remaining Budget Contingency	\$ 160,537.75	

CHANGE ORDER FORM

Palermo Union Elementary School District
7390 Bulldog Way
Palermo, CA 95968

CHANGE ORDER NO.:

1

CHANGE ORDER

Project: Honcut School Water System Improvement Project
Bid No.: 3121.01/20250567574

Date: November 26, 2025
DSA File No.: 4-39
DSA Appl. No.: 02-119925

The following parties agree to the terms of this Change Order:

Owner: Palermo Union School District
[Name / Address]
7390 Bulldog Way,
Palermo, CA 95968

Contractor: United Building Contractors, Inc.
[Name / Address]
275 Fairchild Ave Suite 106,
Chico, CA 95973

Engineer: Pace Engineering, Inc.
[Name / Address]
5155 Venture Pkwy,
Redding, CA 96002

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	1 PACE Engineering, Inc. United Building Contractors, Inc. Credit for reduction in trenching and backfill	\$ (8,496.27)	
PCO # Requested by: Performed by: Reason:	2 PACE Engineering, Inc. United Building Contractors, Inc. Demolition of Trees and backfill not shown on Drawings	\$ 3,501.64	
PCO # Requested by: Performed by: Reason:	6 PACE Engineering, Inc. United Building Contractors, Inc. Meter Main Demo- Building Repairs	\$ 2,216.97	
PCO # Requested by: Performed by: Reason:	7 PACE Engineering, Inc. United Building Contractors, Inc. Weatherhead Mast Conduit Blocking	\$ 1,354.82	
PCO # Requested by: Performed by: Reason:	8 PACE Engineering, Inc. United Building Contractors, Inc. Dryrot Repairs	\$ 4,162.98	
PCO # Requested by: Performed by: Reason:	9 PACE Engineering, Inc. United Building Contractors, Inc. Temporary Relocation of (E) PVC Water Line	\$ 7,189.66	
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 1,070,000
Previous Completion Date: June 15, 2026		Amount of Previously Approved Change Order(s):	\$0
0 Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$ 9,929.80
Current Completion Date: June 15, 2026		Contract Amount:	\$ 1,079,929.80

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor: United Building Contractors



Ruthie Anaya

12/11/2025

[Name]

Date

Assistant Superintendent of Business

[Title]



Edgar Ibarra

12/8/25

[Name]

Date

Executive PM

[Title]

Engineer:



[Name]

11/26/25

Date

Project Engineer

[Title]

END OF DOCUMENT