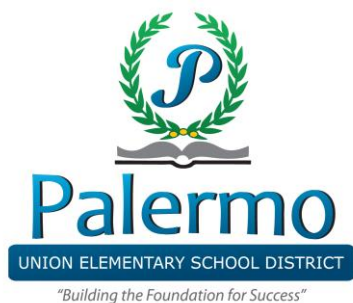




7390 Bulldog Way
Palermo, CA 95968-9700
(530) 533-4842
Fax (530) 532-1047

Superintendent
Gary Rogers

Board of Trustees
Debbie Hoffman
Cody Nissen
Justin Younger
Kimberly Tyler
Mark McClarren

Helen Wilcox School
5737 Autrey Lane
Oroville, CA 95966
(530) 533-7626
Fax (530) 533-6949
Heather Scott, Principal

Honcut School
68 School Street
Oroville, CA 95966
(530) 742-5284
Fax (530) 742-2955
Heather Scott, Principal

Palermo Middle School
7350 Bulldog Way
Palermo, CA 95968
(530) 533-4708
Fax (530) 532-7801
Kimberly Solano, Principal

Golden Hills School
2400 Via Canela
Oroville, CA 95966
(530) 532-6000
Fax (530) 534-7982
Kristi Napoli, Principal

REGULAR BOARD MEETING AGENDA

October 22, 2025

District Office Boardroom

7390 Bulldog Way, Palermo, CA 95968

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].

7. Tell Me Something Good | Site & Student Recognition

Preschool

READ, READ, READ!! One of the Preschool Goals for this year is to increase the number of books we are reading to students both planned and spontaneously. Our PreK students are using a monthly reading log to keep track of the number of days they are read to at home. At the end of the month they can return their reading calendar for a prize. We have added school to home book bags at all our sites as an additional way to educate parents about the importance of reading and to get books into the hands of our students at home and at school. Additionally, each PreK classroom is keeping track of the number of books read at school each month. For the month of September, **408 books were read across our 6 classrooms**. The Palermo PreK is so fortunate to have their PWE students from the middle school contribute to the number of books read to students each month. Many thanks to the Palermo Team and their students for increasing our ability to build early literacy skills for PreK. Congratulations to our PreK students and their awesome PreK classroom teams for their commitment to READ, READ, READ!! Keep up the great Work!!!



Helen Wilcox

Helen Wilcox is fully in the fall mode! To start, we give a shout-out to our amazing office ladies! From caring for bumps to managing attendance, paperwork, student safety, and the morning/afternoon rush—with grace and a smile—you do it all. Thank you & we appreciate you! Our amazing teaching staff is engaged in aligning instruction with the **Science of Reading**, and we are seeing results! Across the classrooms, teachers are embracing the change and using common language, shared strategies, and research-based practices to help students become stronger readers. You can feel the difference! We also thank them for their professionalism, dedication, and really supporting one another through all of this! Our Kinders had a fabulous time at Bishop's Pumpkin Patch and our TK students held their own pumpkin patch right here at Helen Wilcox - big fall fun! Way to be Wildcats!

8. 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 October 1, 2025 Regular Board Meeting.
- b. Warrants of September 1, 2025 through September 30, 2025, 332484-335076, for the amount of \$1,182,613.93 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.

- Wrestling Mats
- #011721 4 Drawer Filing Cabinet

Reports

d. Events Calendar

REFERENCE #1

- e. Quarterly Report on Williams Uniform Complaints [Education Code Section 35186(d)] is presented for information. No complaints were filed with any school in the District during the quarter indicated.

REFERENCE #2

f. Enrollment Report | Month Two

REFERENCE #3

a. Staff Development Report | September 2025

REFERENCE #4

CONSENT AGENDA APPROVAL

ACTION _____ MOTION _____ SECOND _____ VOTE _____

9. ITEMS REMOVED FROM CONSENT AGENDA

a. ACTION____MOTION____SECOND____VOTE____

b. ACTION____MOTION____SECOND____VOTE____

10. Staff Reports/Business Items

- a. It is recommended that the Agreement between Palermo Union Elementary School District and the Butte County Office of Education (BCOE) for Teaching Artists, effective July 1, 2025 through June 30, 2026, be approved.

REFERENCE #5

ACTION____MOTION____SECOND____VOTE____

- b. The negotiations Initial Proposal for 2025-2026 from the California School Employees Association Chapter 366 to the Palermo Union Elementary School District is presented for public information.

REFERENCE #6

- c. The negotiations Initial Proposal for 2025-2026 to the California State Employee's Association Chapter 366 from the Palermo Union Elementary School District is presented for public information.

REFERENCE #7

- d. It is recommended that the Agreement between Palermo Union Elementary School District and Pawar Transportation, LLC for student transportation services, effective September 24, 2025, be approved.

REFERENCE #8

ACTION____MOTION____SECOND____VOTE____

- e. It is recommended that the Agreement between Palermo Union Elementary School District and Total Compensation Systems, Inc for consulting services to comply with the requirements of current GASB accounting standards, be approved.

REFERENCE #9

ACTION____MOTION____SECOND____VOTE____

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

11. 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. It is recommended that Board Policy 5111 – Admission, be approved (first, second and final reading).

ACTION____MOTION____SECOND____VOTE____

- b. It is recommended that Administrative Regulation 5111 – Admission, be approved (first, second and final reading).

ACTION____MOTION____SECOND____VOTE____

- c. It is recommended that Administrative Regulation 5131.2 – Bullying, be approved (first, second and final reading).

ACTION____MOTION____SECOND____VOTE____

12. Superintendent's Reports

13. Board Items

CLOSED SESSION (Time____)

1. Closed session for the purpose of discussing student matters/discipline, 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 (Time____)

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

14. Action on Stipulated Suspended Expulsion Case No. 271419

- a. Action No. 1 – Finding of Fact

ACTION____MOTION____SECOND____VOTE____

- b. Action No. 2 – Action Pending Expulsion

ACTION____MOTION____SECOND____VOTE____

15. Action on Expulsion Case No. 12339

- c. Action No. 1 – Finding of Fact

ACTION____MOTION____SECOND____VOTE____

- d. Action No. 2 – Action Pending Expulsion

ACTION____MOTION____SECOND____VOTE____

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

Superintendent

- a. Approval of contract for Superintendent, Gary Rogers, effective July 1, 2025 through June 30, 2028.

REFERENCE #10

ACTION____MOTION____SECOND____VOTE____

Certificated

- b. Jesus Gomez, Stipend – 6th Grade Basketball, Palermo Middle School, request to be added to District stipend list, effective 2025/2026 school year.
- c. Frank Maturino, Stipend – 8th Grade Basketball, Palermo Middle School, request to be added to District stipend list, effective 2025/2026 school year.
- d. Julia Clay, Certificated Substitute, District Wide, add to certificated sub list, effective October 3, 2025.

Classified

- e. Jessica Fox, Substitute Instructional Aide, District Wide, add to classified sub list, effective October 2, 2025.
- f. Desirae Conn, Instructional Aide AEP, Palermo Middle School, change from Instructional Aide at Helen Wilcox School to Instructional Aide In-House Suspension at Palermo Middle School effective October 6, 2025.

- g. Mayra Padilla, Instructional Aide, Golden Hills School, amend contract hours from 5.0hours per day to 5.5 hours per day, effective August 7, 2025.

Resignation/Retirement

- h. Jessica Anthony, Instructional Aide, Golden Hills School, resignation effective October 18, 2025.

ADJOURNMENT (Time_____)

Palermo Union Elementary School District
Special Board Meeting Minutes
October 1, 2025
District Office Boardroom
7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

1. President, Debbie Hoffman, called the meeting to order at 5: 01 PM, and welcomed those in attendance.
2. Board President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Kimberly Tyler, Mark McClarren, and Cody Nissen.

Others present were: Gary Rogers, Ruthie Anaya, and Jessica Coon.

4. A motion was made by Cody Nissen and seconded by Mark McClarren, recommending the agenda be approved. Debbie Hoffman, Kimberly Tyler, and Cody Nissen voted aye. Motion unanimously carried.

5. **Audience with the Board**

Non-Agenda Items:

None.

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

What a great start to our year here at Helen Wilcox! First of all, we have had fifteen classes fill their WILDCATS attendance sheet this month (8 days where every student was in class)! Our overall attendance rate for August was 94.7% - a big thank you loved ones for getting their students to school! A Big Bus thank you to our transportation team for our bus evacuation drills. Our kinders celebrated Teddy Bear Day with quite the variety of stuffies. It was a big fluffy day full of new friends! Dot Day was very successful with a photo area (thank you Mrs. Furr!). The reading, discussions, art & crafts were all to celebrate creativity, confidence building, courage, and encourage collaboration - what a fun, fulfilling day! Finally, our new classrooms have outside walls and we're getting roof trusses soon - very exciting!

Palermo

The first trimester is in full swing, and our Bulldogs are wasting no time to make the most of their time this school year! Last week, four of our FFA students participated in the North Valley Section FFA Project Competition, and they did AMAZING! Cora Boone and Brielyn LaFayette each earned a silver award, Clint Earley earned a gold award, and Olivia Tomlinson earned a gold award and placed 2nd overall. Palermo Chess Club continues their winning streak, as they took 1st place at the first tournament of the school year. Attendance is starting strong at Palermo, and we had a great day on September 12th celebrating our Bulldogs that had missed no more than two days of school since August 7th. 83% of our Bulldogs enjoyed an afternoon of fun at our Big SPLASH Attendance award afternoon that consisted of soaking teachers in a dunk tank or bucket soaker, water sponge relay races, and water balloon volleyball! The Bulldog Promise is in full effect at Palermo, as our students are embracing our core values to Be Responsible, Be Courteous, Be Safe, and Have Integrity. Compared to this time last year when 98 referrals had been earned, only 31 incidents have occurred this year. Great job, Bulldogs, creating a school environment that supports students feeling welcomed and able to focus on doing their best in the classroom learning!

8. Consent Agenda

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

Action Items

a. Minutes of September 24, 2025 Regular Board Meeting.

b. 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.

- Band Items

Reports

c. Events Calendar

d. Donation from Joanne Gussoni of 12 basketballs, soccer balls, footballs, and volleyballs with an estimated value of \$80.00 to Palermo School.

- e. Donation from Les Schwab Tires of student backpacks with supplies with an estimated value of \$500.00 to Golden Hills School.
- f. Donation from Jennifer Boorman of board games with an estimated value of \$40.00 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 Cody Nissen, seconded by Mark McClarren, recommending that Board Resolution No. 25-13, which adopts the GANN appropriation limit calculations for Palermo Union Elementary School District—reflecting the actual limits for 2024-25 and the estimated limits for 2025-26 be approved. Debbie Hoffman, Kimberly Tyler, Mark McClarren, and Cody Nissen voted aye. Motion unanimously carried.
- b. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending the 2025-26 Unaudited Actual Financial Report for the Palermo Union Elementary School District be approved. Debbie Hoffman, Kimberly Tyler, Mark McClarren, and Cody Nissen voted aye. Motion unanimously carried.
- c. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that the 2025-2026 list of overnight and social/reward field trips exceeding fifty (50) miles, as outlined in the attached reference be approved. Debbie Hoffman, Kimberly Tyler, Mark McClarren, and Cody Nissen voted aye. Motion unanimously carried.
- d. There were no comments from the California School Employees Association, Bargaining Unit 366.
- e. 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 were presented to the Board for second and final reading.

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

- a. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 4119.11 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- b. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 4119.11 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- c. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 4119.12 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- d. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Exhibit 4119.12 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- e. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5125 – Student Records, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- f. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 5125 – Student Records, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- g. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5131.2 – Bullying, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- h. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5141.52 – Suicide Prevention, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- i. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 5141.52 – Suicide Prevention, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- j. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5145.13 – Response to Immigration Enforcement, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- k. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 5145.13 – Response to Immigration Enforcement, to be

approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- l. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5145.3 – Nondiscrimination/Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- m. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 5145.3 – Nondiscrimination/Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- n. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5145.7 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- o. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 5145.7 – Sex Discrimination and Sex-Based Harassment, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- p. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Regulation 5145.71 – Sex Discrimination and Sex-Based Harassment Complaint Procedures, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- q. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Exhibit 5145.71 – Sex Discrimination and Sex-Based Harassment Complaint Procedures, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- r. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5145.9 – Hate-Motivated Behavior, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- s. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 5146 – Married/Pregnant/Parenting Students, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- t. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 6145 – Extracurricular and Cocurricular Activities, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- u. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 6145 – Extracurricular and Cocurricular Activities, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- v. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 6164.6 – Identification and Education Under Section 504, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- w. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 6164.6 – Identification and Education Under Section 504, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- x. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Board Policy 6174 – Education for English Language Learners, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- y. A motion for approval was made by Cody Nissen and seconded by Mark McClarren for Administrative Regulation 6174 – Education for English Language Learners, to be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

12. **Superintendent's Reports**

None.

13. **Board Items**

None.

CLOSED SESSION

The Board recessed into Closed Session at 5:13 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 5:27 PM

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

None.

ACTION ITEMS

None.

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

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

Certificated

- a. Shannon King Robertson, Boys 5th Grade Basketball Coach Stipend, Golden Hills School, add to district stipend list for the 2025-2026 school year.
- b. Kristen Russell, Certificated Teacher, Unpaid Leave of Absence, effective May 12, 2025 through May 19, 2025.

Classified

- c. Kristina Warner, Girls 7th Grade Basketball Coach Stipend, Palermo School, add to district stipend list for the 2025-2026 school year.
- d. Kristina Warner, Girls 7/8th Grade Combo Basketball Coach Stipend, Palermo School, add to district stipend list for the 2025-2026 school year.
- e. Jennifer Houghton, Instructional Aide, Helen Wilcox School, Class 11, Step 2, change from an Instructional Aide to Special Education Intervention Aide, effective August 7, 2025.
- f. Kyla Kister, Substitute Instructional Aide (TK-8), Golden Hills School, add to classified substitute list, effective September 24, 2025.
- g. Kyla Kister, Instructional Aide (TK-8), Golden Hills School, Class 7, Step 15, 3.5 hours per day, hire as an Instructional Aide, effective October 1, 2025.

Child Development Program

- h. Rosalba Juarez, Instructional Aide, Palermo Preschool, Class 9, Step 22, change from an Instructional Aide to Early Child Development Aide, effective June 12, 2025.
- i. Autumn Preciado, Instructional Aide, Palermo Preschool, Class 9, Step 1, change from an Instructional Aide to Early Child Development Aide, effective July 2, 2025.

Resignation/Retirement

- a. Korinne Pierce, Certificated Teacher, Resignation, Helen Wilcox School, effective October 22, 2025.

ADJOURNMENT

President, Debbie Hoffman, declared the meeting adjourned at 5:28 PM

Respectfully submitted,

Gary Rogers,
Secretary of the Governing Board

Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-332484	09/02/2025	Beard, Janine M	01-4300		586.23
3005-332485	09/02/2025	Duggins, Jodie R	12-4300		253.75
3005-332486	09/02/2025	Fox, Melanie R	01-4300		111.69
3005-332487	09/02/2025	Russell, Kristen N	01-4300		314.83
3005-332488	09/02/2025	Flores, Bianca Y	12-4300		13.46
3005-332771	09/04/2025	A1 APPLIANCE	01-4400	810.79	
			Unpaid Tax	7.49-	803.30
3005-332772	09/04/2025	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		7,160.40
3005-332773	09/04/2025	AMAZON FULLFILLMENT SERVICES	01-4300	5,083.76	
			01-4333	200.20	
			12-4300	1,470.33	
			13-4300	501.87	7,256.16
3005-332774	09/04/2025	ANDERSON'S	01-4300		1,645.74
3005-332775	09/04/2025	At&t	01-5900		366.95
3005-332776	09/04/2025	BENCHMARK EDUCATION COMPANY	01-4100		1,483.19
3005-332777	09/04/2025	BETTER DEAL EXCHANGE	01-4300		434.12
3005-332778	09/04/2025	CDW GOVERNMENT	01-5854		12,480.00
3005-332779	09/04/2025	COLLECTIVE IMPACT SOLUTIONS	01-5800		6,138.00
3005-332780	09/04/2025	CA SCHL NURSES ORG	01-5300		62.00
3005-332781	09/04/2025	FERGUSON	12-4300		358.86
3005-332782	09/04/2025	GOLD STAR FOODS	13-4700	7,612.09	
			13-4720	286.20	7,898.29
3005-332783	09/04/2025	GOTTSCHALK MUSIC CENTER	01-4400		32,192.47
3005-332784	09/04/2025	GREAT MINDS,PBC	01-4300		2,121.74
3005-332785	09/04/2025	HOUSERS MUSIC	01-4300		1,253.64
3005-332786	09/04/2025	LAKESHORE LEARNING MATERIALS	12-4300		25.96
3005-332787	09/04/2025	LEXIA LEARNING SYSYEMS	01-5854		230.00
3005-332788	09/04/2025	LORDS GYM	01-5800		301.63
3005-332789	09/04/2025	MAC GILL DISCOUNT	01-4300		84.09
3005-332790	09/04/2025	METAL WORKS	01-4300		11.36
3005-332791	09/04/2025	OFFICE DEPOT	01-4300	2,617.36	
			12-4300	24.64	2,642.00
3005-332792	09/04/2025	OREILLY AUTOMOTIVE STORES INC	01-4300	184.23	
			01-4335	38.91	223.14
3005-332793	09/04/2025	PACE ANALYTICAL	01-5503		138.60
3005-332794	09/04/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	120.00	
			13-4700	6,612.47	6,732.47
3005-332795	09/04/2025	PRODUCERS DAIRY FOODS	13-4700		2,721.77
3005-332796	09/04/2025	RENAISSANCE LEARNING	01-5854		1,252.98
3005-332797	09/04/2025	SHERMAN R GARNETT & ASSOCIATES	01-4300		115.31
3005-332798	09/04/2025	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		202.09

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Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-332799	09/04/2025	SOUTH FEATHER WATER POWR AGENCY	01-5503		1,208.71
3005-332800	09/04/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		142.59
3005-332801	09/04/2025	SYSCO FOOD SVCS OF SACRAMENTO	13-4300	421.14	
			13-4700	3,557.46	3,978.60
3005-332802	09/04/2025	TRANSFORMATIVE READING TEACHER	01-5200		18,300.00
3005-332803	09/04/2025	UNIVERSITY OF OREGON EDUCATNL COMMUNITY SUPPORTS	01-5854		1,750.00
3005-332804	09/04/2025	VERIZON WIRELESS SERVICES	01-5900		773.30
3005-332805	09/04/2025	CAPITAL ONE	13-4300		264.04
3005-332806	09/04/2025	YALE UNIVERSITY	01-5854		1,000.00
3005-332807	09/04/2025	CHICO STATE UNIVERSITY CASHIERING OFFICE	Cancelled		650.00 *
Cancelled on 09/24/2025, Cancel Register # AP09252025					
3005-332808	09/04/2025	TRANSFORMATIVE READING TEACHER	01-5200		1,500.00
3005-332809	09/04/2025	US BANK	01-4300	3,634.94	
			01-4333	361.24	
			01-4400	565.17	
			01-5200	297.38	
			01-5810	1,146.00	
			01-5854	57.00	
			12-4300	410.01	6,471.74
3005-332810	09/04/2025	Adams, Gina C	01-4300		145.28
3005-332811	09/04/2025	Fox, Melanie R	01-4300		139.02
3005-332812	09/04/2025	Wright, Jennifer L	01-4300		186.44
3005-332813	09/04/2025	Brenner, Sarah H	01-4300		122.39
3005-332814	09/04/2025	Madison, Elizabeth M	01-5200		116.90
3005-332815	09/04/2025	Maynard, Aimee S	01-4300		42.94
3005-333163	09/09/2025	ACCESS INFORMATION HOLDINGS	01-5504		122.86
3005-333164	09/09/2025	AMAZON FULLFILLMENT SERVICES	01-4300	1,844.12	
			12-4300	1,785.96	
			12-4333	6.48	3,636.56
3005-333165	09/09/2025	AT&T	01-5900		582.60
3005-333166	09/09/2025	BALSATRON	01-4400	946.65	
			Unpaid Tax	72.15-	874.50
3005-333167	09/09/2025	BETTER DEAL EXCHANGE	01-4300		12.81
3005-333168	09/09/2025	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		1,035.00
3005-333169	09/09/2025	CUSD/CHICO COUNTRY DAY CHARTER	01-5800		50.00
3005-333170	09/09/2025	COGENT SOLUTIONS & SUPPLIES	13-4300		1,941.46
3005-333171	09/09/2025	COMMUNITY PLAYTHINGS	12-4400		4,090.78
3005-333172	09/09/2025	KING CONSULTING	01-5800		1,435.00
3005-333173	09/09/2025	NORTH STATE PARENT	12-5852		585.00

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Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-333174	09/09/2025	OREILLY AUTOMOTIVE STORES INC	01-4300		749.00
3005-333175	09/09/2025	PACE ANALYTICAL	01-5503		101.00
3005-333176	09/09/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		53,213.54
3005-333177	09/09/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		1,257.41
3005-333178	09/09/2025	PRODUCERS DAIRY FOODS	13-4700		4,530.84
3005-333179	09/09/2025	QUIZLET	01-5854		136.76
3005-333180	09/09/2025	RALEYS - IN STORE CHARGE	01-4300		195.64
3005-333181	09/09/2025	RECOLOGY BUTTE COLUSA COUNTIES	01-4300	38.50	
			01-5503	1,025.04	1,063.54
3005-333182	09/09/2025	STAPLES	01-4300		271.36
3005-333183	09/09/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		810.34
3005-333184	09/09/2025	SYSO FOOD SVCS OF SACRAMENTO	13-4300	1,246.58	
			13-4700	2,192.66	3,439.24
3005-333185	09/09/2025	UNITED BUILDING CONTRACTORS	35-6200		607,912.78
3005-333186	09/09/2025	Fairbanks, Rebecca A	01-4300		533.72
3005-333187	09/09/2025	Hartman, Annemarie	01-4300		490.76
3005-333188	09/09/2025	Brenner, Sarah H	01-4300		26.62
3005-333189	09/09/2025	Fisher, Kristine E	01-4300		746.33
3005-333190	09/09/2025	Gutierrez, Nancy A	01-4300		520.97
3005-333191	09/09/2025	AMAZON FULLFILLMENT SERVICES	01-4300		528.79
3005-333192	09/09/2025	ASPIRE SPEECH THERAPY	01-5800		19,154.92
3005-333750	09/16/2025	Talmadge, Maya M	01-4300		146.61
3005-333751	09/16/2025	Corkin, Brianna G	01-4300		706.36
3005-333752	09/16/2025	Webb, Caitlin E	01-4300		26.05
3005-333753	09/16/2025	Smith, Chelsea L	01-4300		238.21
3005-333754	09/16/2025	Metcalf, Consuelo A	01-5200		37.34
3005-333755	09/16/2025	ADVANTAGE THERAPY SERVICES HALEY WILLIS	Reissued		9,471.15 *
Reissued on 10/03/2025, Cancel Register # AP10072025-A					
3005-333756	09/16/2025	AMAZON FULLFILLMENT SERVICES	01-4300	2,366.66	
			12-4300	170.51	
			12-4351	171.44	2,708.61
3005-333757	09/16/2025	BETTER DEAL EXCHANGE	01-4300		78.52
3005-333758	09/16/2025	CHICO SPEECH LANGUAGE CENTER	01-5800		19,926.54
3005-333759	09/16/2025	DANNIS WOLIVER KELLEY	01-5200		2,000.00
3005-333760	09/16/2025	DEPARTMENT OF SOCIAL SERVICES MS 9-3-67	12-5800		242.00
3005-333761	09/16/2025	E-RATE ADVISORS	01-5800		1,000.00
3005-333762	09/16/2025	EWELL EDUCATION SERVICES	01-5200		500.00
3005-333763	09/16/2025	GANDER PUBLISHING	01-4300		638.50
3005-333764	09/16/2025	GOLD STAR FOODS	13-4300	1,335.32	
			13-4700	7,960.80	
			13-4720	62.10	9,358.22

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Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-333765	09/16/2025	GOTTSCHALK MUSIC CENTER	01-4400		36,501.34
3005-333766	09/16/2025	GREAT LAKES SPORTS	01-4300		1,139.24
3005-333767	09/16/2025	HOBART NORCAL RESTAURANT SUP	13-5600		344.21
3005-333768	09/16/2025	JIMMYS CUSTOM TROPHIES	01-4300		5,172.17
3005-333769	09/16/2025	MAC GILL DISCOUNT	01-4300		1,060.44
3005-333770	09/16/2025	MJB WELDING SUPPLY INC	01-4300		12.71
3005-333771	09/16/2025	NV5	35-6280		10,935.30
3005-333772	09/16/2025	OFFICE DEPOT	01-4300	607.95	
			12-4300	140.81	748.76
3005-333773	09/16/2025	PACE ENGINEERING	40-6210		20,482.29
3005-333774	09/16/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	109.25	
			13-4700	4,777.95	4,887.20
3005-333775	09/16/2025	PRODUCERS DAIRY FOODS	13-4700		951.83
3005-333776	09/16/2025	RISING STAR SPED ACADEMY	01-5100		5,528.50
3005-333777	09/16/2025	S & S Worldwide	01-4300		1,055.77
3005-333778	09/16/2025	SIMPLE SOLUTIONS LEARNING	01-4300	649.50	
			Unpaid Tax	49.50-	600.00
3005-333779	09/16/2025	SUNRISE ENVIROMENTAL SCIENTIFI C	01-4300		349.24
3005-333780	09/16/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		455.14
3005-333781	09/16/2025	CHOOSE WELL GROUP MISTER BROWN	01-5800		11,000.00
3005-333782	09/16/2025	T-MOBILE	01-5900		585.36
3005-333783	09/16/2025	TRACTOR SUPPLY CREDIT PLAN	13-4300		43.69
3005-333784	09/16/2025	WILSON LANGUAGE TRAINING CORP	01-4300		177.48
3005-334024	09/18/2025	Anaya, Ruth E	01-5200		207.20
3005-334349	09/23/2025	Davis, Linda A	01-5900		2.74
3005-334350	09/23/2025	Jamison, Sandra C	12-4300		31.66
3005-334351	09/23/2025	Sasek, Molly M	12-4300		170.55
3005-334352	09/23/2025	PLAYPOWER LT FARMINGTON C/O ALL ABOUT PLAY	01-4400		1,978.05
3005-334353	09/23/2025	AMAZON FULLFILLMENT SERVICES	01-4300	2,426.63	
			12-4300	127.15	
			12-4351	73.41	
			12-4353	202.48	2,829.67
3005-334354	09/23/2025	BETTER DEAL EXCHANGE	01-4300		127.85
3005-334355	09/23/2025	CALIFORNIA OCCUPATIONAL MEDICAL PROFESSIONALS	01-5851		640.00
3005-334356	09/23/2025	CANON FINANCIAL	01-5602	8,891.48	
			12-5602	968.96	9,860.44
3005-334357	09/23/2025	CDW GOVERNMENT	01-4300		58.54
3005-334358	09/23/2025	COGENT SOLUTIONS & SUPPLIES	13-4300		438.30
3005-334359	09/23/2025	DAWSON OIL	01-4309		1,555.89
3005-334360	09/23/2025	DEPARTMENT OF JUSTICE ACCOUNT OFFICE	01-5853		1,076.00

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Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-334361	09/23/2025	EWELL EDUCATION SERVICES	01-5200	100.00	
			01-5300	50.00	150.00
3005-334362	09/23/2025	GOLD STAR FOODS	01-4300	112.44	
			13-4700	3,465.00	
			13-4720	219.14	3,796.58
3005-334363	09/23/2025	LAKESHORE LEARNING MATERIALS	12-4300	12.81	
			12-4400	81.91	94.72
3005-334364	09/23/2025	NICHOLS MELBURG & ROSETTO	35-6210		17,238.75
3005-334365	09/23/2025	OFFICE DEPOT	01-4300		514.16
3005-334366	09/23/2025	OREILLY AUTOMOTIVE STORES INC	01-4300		121.20
3005-334367	09/23/2025	OTC Brands INC	12-4300		1,022.05
3005-334368	09/23/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		2,654.94
3005-334369	09/23/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	40.00	
			13-4700	4,920.89	4,960.89
3005-334370	09/23/2025	PRODUCERS DAIRY FOODS	13-4700		2,327.42
3005-334371	09/23/2025	ROTO ROOTER JEFFERI SMITH	01-5600		310.00
3005-334372	09/23/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		898.54
3005-334373	09/23/2025	SURPLUS CITY	01-5800		300.00
3005-334374	09/23/2025	SYSO FOOD SVCS OF SACRAMENTO	13-4300	516.70	
			13-4700	3,322.88	3,839.58
3005-334375	09/23/2025	Maturino, Frank L	01-4300		360.47
3005-334376	09/23/2025	McCoy, Stefanie C	01-4300		57.96
3005-334377	09/23/2025	Dolan, Shereen T	01-4300		812.89
3005-334378	09/23/2025	Grigoruk, Scott P	01-4300		111.68
3005-334379	09/23/2025	Addams, Daylyn	01-4300		112.24
3005-334380	09/23/2025	Smithey, William D	01-4300		49.28
3005-334381	09/23/2025	Greathouse, Kelsi L	01-4300		62.45
3005-334382	09/23/2025	Maynard, Aimee S	01-4300		189.63
3005-335042	09/30/2025	Addams, Daylyn	01-4300		78.05
3005-335043	09/30/2025	Fox, Melanie R	01-4300		346.57
3005-335044	09/30/2025	Wood, Tami E	01-4300		49.00
3005-335045	09/30/2025	Greathouse, Kelsi L	01-4300		172.12
3005-335046	09/30/2025	Coon, Jessica L	01-5200		65.38
3005-335047	09/30/2025	Maynard, Aimee S	01-4300		51.53
3005-335048	09/30/2025	Fisher, Kristine E	01-4300		1,179.42
3005-335049	09/30/2025	UNITED BUILDING CONTRACTORS	01-6200		41,810.60
3005-335050	09/30/2025	AMAZON FULLFILLMENT SERVICES	01-4300	2,895.61	
			12-4300	405.05	3,300.66
3005-335051	09/30/2025	BISHOPS PUMPKIN FARM INC	01-5810	286.00	
			12-5810	994.00	1,280.00
3005-335052	09/30/2025	CENGAGE LEARNING INC	01-4300		3,740.00
3005-335053	09/30/2025	COGENT SOLUTIONS & SUPPLIES	01-4300		8,129.71
3005-335054	09/30/2025	COMMUNITY PLAYTHINGS	12-4300		469.81
3005-335055	09/30/2025	DANNIS WOLIVER KELLEY	01-5830		11,959.50
3005-335056	09/30/2025	DAWSON OIL	01-4309		819.41

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-335057	09/30/2025	GLOBAL OFFICE	01-4300	177.69	
			01-5602	8,028.41	
			12-5602	100.02	8,306.12
3005-335058	09/30/2025	GOLD STAR FOODS	13-4300	160.49	
			13-4700	5,887.05	
			13-4720	159.30	6,206.84
3005-335059	09/30/2025	GOPHER - NW 5634	01-4300		669.00
3005-335060	09/30/2025	LITERACY RESOURCES	01-4300		826.12
3005-335061	09/30/2025	MARIA D ROMERO	12-4320		79.37
3005-335062	09/30/2025	Mcgraw Hill Education	01-4300		3,855.99
3005-335063	09/30/2025	METAL WORKS	01-4300		22.71
3005-335064	09/30/2025	OFFICE DEPOT	01-4300		347.67
3005-335065	09/30/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	92.97	
			13-4700	5,731.86	5,824.83
3005-335066	09/30/2025	PRODUCERS DAIRY FOODS	13-4700		2,257.44
3005-335067	09/30/2025	RALEYS	01-4300		123.20
3005-335068	09/30/2025	SCHOLASTIC TEACHER EDUCATION	01-4300		3,013.46
3005-335069	09/30/2025	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		213.20
3005-335070	09/30/2025	SOUTH FEATHER WATER POWR AGNCY	01-5503		986.33
3005-335071	09/30/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		39.05
3005-335072	09/30/2025	SYSCO FOOD SVCS OF SACRAMENTO	13-4300	36.53	
			13-4700	2,378.90	2,415.43
3005-335073	09/30/2025	TRANSFORMATIVE READING TEACHER	01-5800		18,300.00
3005-335074	09/30/2025	VERIZON WIRELESS SERVICES	01-5900		387.91
3005-335075	09/30/2025	VEX ROBOTICS	01-4300		2,597.87
3005-335076	09/30/2025	WPS PUBLISH	01-4300		160.23
Total Number of Checks			185		1,182,613.93

	Count	Amount
Cancel	1	650.00
Reissue	1	9,471.15
Net Issue		1,172,492.78

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	144	420,757.57
12	ChildDevelopmentFund	24	14,489.22
13	CafeteriaSpecialRevenueFund	24	80,806.01
35	CountySchoolFacilitiesFund	3	636,086.83
40	SpecResCapitalOutlayFund	1	20,482.29

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Checks Dated 09/01/2025 through 09/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	184	1,172,621.92	
		Less Unpaid Tax Liability		129.14-	
		Net (Check Amount)		1,172,492.78	

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
October 22, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 23, 2025	STEAM Night	Golden Hills	4:30-6:00 PM
November 12, 2025	Regular Board Meeting	District Boardroom	5:00 PM
December 12, 2025	1st Trimester Awards Ceremony	Palermo Middle School	9:00 AM
December 17, 2025	Annual Organizational Meeting	District Boardroom	5:00 PM



Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2025-2026

DISTRICT NAME Palermo Union Elementary School District	DATE October 14, 2025
PERSON COMPLETING THIS FORM Jessica Coon	TITLE Executive Assistant

Quarter Covered by This Report (Check One Below):

- | | | | |
|-------------------------------------|---------|--------------------------|-------------------------------|
| ☒ | 1st QTR | July 1 to September 30 | Due: Friday, October 24, 2025 |
| ☐ | 2nd QTR | October 1 to December 31 | Due: Friday, January 16, 2026 |
| ☐ | 3rd QTR | January 1 to March 31 | Due: Friday, April 17, 2026 |
| ☐ | 4th QTR | April 1 to June 30 | Due: Friday, July 17, 2026 |

DATE REPORT WAS PRESENTED TO THE GOVERNING BOARD AT A REGULARLY SCHEDULED MEETING October 22, 2025

Please Check the Box That Applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints:

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
TOTAL			

PRINT NAME OF DISTRICT SUPERINTENDENT Gary Rogers	
SIGNATURE OF DISTRICT SUPERINTENDENT 	DATE October 14, 2025

Submit the Quarterly Summary via email to tnordstrom@bcoe.org

	PALERMO UNION SCHOOL DISTRICT			
	ENROLLMENT REPORT			
	MONTH TWO		ENROLLMENT PERIOD 9/1/25-9/26/25	
	TK		4TH GRADE	
	Gutierrez, N	20	Borquez	25
	Lewis	17	Collins	23
	Teer	19	Dailey	28
	Villa	<u>14</u>	Langone	27
		70	Smith	<u>27</u>
			TOTAL	130
	KINDERGARTEN			
	Adams	22	5TH GRADE	
	Fairbanks	23	Benson	27
	Hughes	20	Corkin	30
	Kassel	20	Russell	29
	Neville	21	Robertson	29
	Turner	21	Sharp	<u>28</u>
	Butler - Honcut	<u>2</u>	TOTAL	143
	TOTAL	129		
			6TH GRADE	
	1ST GRADE		Aplustill	18
	Addams	22	Cotter	19
	Dolan	22	Jacobs	18
	Fox	22	McCoy, Alfred	17
	Mann	21	McCoy, Andrew	19
	Santos	21	McCoy, Stephanie	18
	Thao	21	Quezada	19
	Butler - Honcut	<u>5</u>	Woodbury	<u>20</u>
			TOTAL	148
	TOTAL	134		
			7TH GRADE	
	2ND GRADE		Crabtree	16
	Bidlack	23	Davis	17
	Brenner	23	Gomez	18
	Cole	22	Greathouse	19
	Hartman	22	Maynard	18
	Ronan	23	Schmidt	17
	Ruff	23	Slaten	18
	Butler - Honcut	<u>5</u>	Smithey	<u>18</u>
			TOTAL	141
	TOTAL	141		
			8TH GRADE	
	3RD GRADE		Barcelos	20
	Allsup	22	Fox	21
	Brothers	22	Kubecki	20
	Galev	19	Maturino	22
	Leonard	21	Osmun	20
	Mattern	21	Wood	21
	Wright	22	Wright	<u>21</u>
	Butler - Honcut	<u>2</u>	TOTAL	145
	TOTAL	129	COMMUNITY DAY SCHOOL	
			Sasaki	<u>3</u>
			TOTAL	3
	SPECIAL EDUCATION			
	Fischer - TK - Wilcox	2	HOME STUDY (FTI)	
	Fischer- K- Wilcox	0	Palermo	7
	Fischer -1- Wilcox	1	Wilcox	2
	Fischer - 2- Wilcox	0	Golden Hills	1
	Fischer -3- Wilcox	0	Honcut	<u>0</u>
	Crabtree - 3 Wilcox	0	TOTAL	10
	Beard -4- Golden Hills	0		
	Tauao'o -5- Golden Hills	0	INDEPENDENT STUDY	
	Andracchio -6- Palermo	0	Palermo	3
	Rogers -7- Palermo	0	Wilcox	2
	Crabtree -8- Palermo	<u>0</u>	Golden Hills	2
			Honcut	<u>0</u>
	TOTAL	3	TOTAL	7
	COMMUNITY DAY SCHOOL		3	
	HONCUT SCHOOL		14	
	PALERMO SCHOOL		444	
	HELEN WILCOX SCHOOL		596	
	GOLDEN HILLS SCHOOL		<u>276</u>	
	TOTAL		1333	

STAFF DEVELOPMENT REPORT
September 2025

All totals are approximates.

Capturing Kids Heart Russell, King Redding, Ca 12/2 & 12/3/25 Funding: 6266	\$2466.20
Ed Lab Law Series 2025/2026 Rogers, Metcalf Chico, Ca Various dates throughout 25/26 Funding: 0550/0500	\$2200.00approx
CATA Roadshow Conference Maynard, Heard Reno, NV 10/12-10/13/25 Funding: 7010	\$848.00
Supporting Toileting in the Classroom S Smith, Haymond BCOE 09/10/25 Funding: N/A	\$0.00
CALECSE Symposium "Reaching New Heights" Butcher, Duggins San Diego 10/7-10/8/25 Funding: 6105	\$2391.60approx
Count Play Explore Mann, Addams, JWright BCOE 09/23/25, 11/18/25, 01/21/26, 03/03/26 Funding: N/A	\$0.00

Integrated Academic Language Development		
Talmadge		
BCOE Chico		
09/16, 10/23, 12/2/25		
Funding: N/A		\$0.00
Reading Comprehension Blueprint Study		
J Wright		
Webinar		
09/09, 09/30, 10/21, 11/04, 11/18/25		
Funding: N/A		\$0.00
Framework Lesson Design 3-5		
Russell, Sharp, Dailey, C Smith		
BCOE Chico		
10/15		
Funding: N/A		\$0.00
Sacramento County Reads		
Friberg		
Sacramento		
09/24/25		
Funding: 4035		\$113.12
Position Control		
Metcalf		
Webinar		
10/21/25		
Funding: 0552		\$205

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of July 1, 2025 by and between the **Butte County Office of Education** ("BCOE") and **Palermo Unified School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
2. **Term.** Services shall commence on October 1, 2025 and will continue until June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
6. **Indemnification.** The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless AGENCY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on AGENCY arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of AGENCY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless AGENCY under this Agreement, the BCOE shall reimburse AGENCY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek AGENCY approval of any settlement that could adversely affect the AGENCY, its officers, agents or employees.
7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.

8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

Butte County Office of Education
Attn: Jennifer Spangler
1859 Bird Street
Oroville, CA 95965
Email: jspangler@bcoe.org

If to AGENCY:

Palermo Union Elementary School District
Attn: Gary Rogers
7390 Bulldog Way
Palermo, CA 95968
Email: grogers@palermok8.org

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
23. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

BCOE:

Dated: 9/29/20

BUTTE COUNTY OFFICE OF EDUCATION

Signed By: _____

Print Name: Mary Sakuma

Title: Superintendent

AGENCY:

Dated: 9/29/20

PALERMO UNION ELEMENTARY DISTRICT

Signed By: _____

Print Name: Gary Rogers

Title: Superintendent

Exhibit "A"

Scope of Services

PUESD will host BCOE Teaching Artists at PUESD schools. Teaching Artists will be selected by PUESD from the BCOE Teaching Artists Directory.

BCOE will screen and employ the Teaching Artist and issue a Letter of Intent outlining the residency. The Letter of Intent will specify the residency description, assigned classroom teacher, number and grade level of students, and the residency schedule. Each residency will include up to 10 classroom hours with the same group of students. The Letter of Intent must be signed by the principal, classroom teacher, and teaching artist to confirm agreement.

The classroom teacher is required to remain in the classroom during residency. Active teacher participation is strongly encouraged to ensure the best possible learning experience for students. At the conclusion of each residency, the classroom teacher will receive an evaluation form to provide feedback on the experience.

Exhibit "B"
Fee for Services

The service fee is set at \$220 per classroom hour of the residency, which includes the cost of art materials.

Once the teaching artist is selected and the residency details—such as dates, times, description, and number of classroom hours are finalized, the total fee will be calculated and outlined in the Letter of Intent.

PUESD agrees to pay for services upon completion of the residency. BCOE will issue an invoice upon completion of the residency.

2025-2026
Initial Proposal
from the
California School Employees Association and its Palermo Chapter #366 (CSEA)
to the
Palermo Union School District

To the Governing Board of the Palermo Union School District:

The California School Employees Association and its Palermo Chapter #366 (CSEA) submit the following initial proposal for contract negotiations to the Palermo Union School District (District), thereby satisfying the Public Notice legal requirements:

1. Article 11 Compensation: CSEA intends to negotiate a fair and equitable salary increase and an increase to the health benefits cap. CSEA intends to negotiate the minimum wage increase.

2025-2026 NEGOTIATIONS PROPOSAL
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 366,
FROM THE PALERMO UNION ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD

The Governing Board of the Palermo Union Elementary School District proposes the following items for 2025-2026 negotiations with the California School Employees Association Chapter 366.

- Article 9 – Vacancies, Transfers and Promotions: The district would like to clarify the process with this article and negotiate changes if needed.
- Article 10A - Sick Leave: The district will negotiate sick differential pay.
- Article 10C - Parental Leave: The district needs to update the language to reflect current law.
- Article 11 - Compensation: The district will negotiate new or revised job descriptions. The district will negotiate substitute pay for current employees covered under the CSEA CBA.
- ELOP MOU: The district will negotiate an MOU that addresses afterschool ELOP activities

Public Notice:

Public Comment and Board Adoption:



SERVICES AGREEMENT

This Services Agreement ("Agreement") is made this September 24, 2025, between Palermo Union School District ("Customer"), with offices located at 7390 Bulldog Way, Palermo CA 95968 and Pawar Transportation, LLC, a California limited liability company ("Service Provider") with offices located at 2815 Mitchell Dr., Suite 120, Walnut Creek, CA 94598. The Customer and Service Provider are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Customer wishes to be provided with the services that are more specifically set forth in Exhibit A attached hereto and incorporated herein (the "Services") by Service Provider and the Service Provider agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Services.

- (a) The Customer hereby retains the Service Provider to perform the Services. Service Provider will determine the method, details, and means of performing the Services. Service Provider agrees to perform such Services in consistent with professional skill and care and the orderly progress of the Services.
- (b) The Parties acknowledge and agree that during the term of the Agreement the Services may only be modified upon a written agreement mutually executed by authorized representatives of the Parties expressly referencing this Agreement.
- (c) Customer acknowledges and agrees that, upon Customer's prior written approval, which approval may be granted or withheld in Customer's sole discretion, Service Provider may use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement.
- (d) Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for the Customer. Service Provider warrants that neither Service Provider nor any of its employees, agents, or subcontractors ("Service Provider Parties") has an actual or potential conflict of interest with the Customer in respect to the Services to be performed under this Agreement for the Customer. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the Customer.

2. Fees, Expenses, and Compliance.

- (a) **Fees.** As full consideration for the provision of the Services, Customer shall pay Service Provider the fees as more specifically set forth in Exhibit B, attached hereto (the "Fees").
- (b) **Expenses.** In addition to the Fees, the Customer shall reimburse Service Provider for Reimbursable Expenses (defined below). Customer agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Service Provider as set forth below, including any additional supporting documentation Customer reasonably requests. "Reimbursable Expenses" means Service Provider's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Service Provider's office use), postage, and messenger or any expenses by Service Provider incurred in the performance of the Services that have been authorized by Customer prior to being incurred by Service Provider. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Service Provider's wrongful acts or omissions.
- (c) **Billing and Payment.** Service Provider shall prepare and submit an invoice on a monthly basis to the Customer via email covering the total amount owed for Fees and Expenses for the Services as agreed upon in this Agreement. Customer shall remit payment to Service Provider within thirty (30) days after detailed invoices with additional supporting documentation that Customer reasonably requests have been submitted to Customer and approved by Customer. Service Provider shall not submit its invoices to Customer more frequently than monthly.
- (d) **Compliance with Laws; Permits and Licenses.** Service Provider agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Service Provider to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Customer. Service Provider shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education Code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.
- (e) Furthermore, Service Provider represents and warrants that its drivers are in compliance with California Senate Bill 88, Section 39877(a)-(c) as follows:
 - (A) They hold a valid California driver's license for the appropriate class of vehicle.
 - (B) Are at least 18 years of age.

(C) Have passed a criminal background check, including fingerprinting and criminal background clearance consistent with Section 45125 for employees and Section 45125.1 for all other compensated drivers. Before performing any Services, Service Provider shall execute and return the Customer's Fingerprinting Notice and Acknowledgement form and the required certification (see Exhibit C).

(D) Have a satisfactory driving record that includes none of the following:

(i) Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.

(ii) Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.

(iii) Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.

(E) Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.

(F) Not have been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

(G) Provide their employer or the private entity contracting with the local educational agency a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.

(H) Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.

(I) Comply with the following California medical requirements:

(i) Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed doctor of chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.

(ii) The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(iii) Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(J) Submit and clear a tuberculosis ("TB") risk assessment consistent with Section 49406. Service Provider shall maintain on file the certificates showing that the Service Provider and its employees, agents, contractors and subcontractors were examined and found free from active TB. These forms shall be regularly maintained and updated by Service Provider and shall be available to Customer upon request or audit. Service Provider further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Service Provider and Service Provider Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with Customer students until the TB certification requirements have been satisfied and Customer determines whether any contact is permissible.

(K) Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.

(L) Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:

- (i) Pretrip vehicle inspections.
- (ii) Safe loading and unloading of passengers.
- (iii) Proper use of seatbelts and child safety restraints.
- (iv) Handling accidents, incidents, and emergency situations.
- (v) Providing proper accommodations for pupils with disabilities.
- (vi) Defensive driving.
- (vii) Operations in inclement weather.
- (viii) Operations at night or under impaired visibility conditions.

(M) Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day, which shall include all of the following:

- (i) A check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day.
- (ii) A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.
- (iii) A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.

(N) Complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.

(O) For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, and sport utility vehicles, shall be used for pupil transportation.

3. **Warranty.** Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT.

4. **Confidential Information and Records.**

- (a) The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean:

- i. information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form;
- ii. the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement;
- iii. information acquired during any tours of or while present at a Party's facilities; and
- iv. all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

- (b) **Use of Confidential Information; Standard of Care.** The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees,

subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

- (c) **Exceptions.** Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- (d) **Required Disclosures.** If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel advises it must be disclosed.
- (e) **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.
- (f) **Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 15 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for 2 years after the expiration or earlier termination of this Agreement.
- (g) **Customer's Confidential Information.** Notwithstanding anything to the contrary in this Agreement, all Customer information disclosed to Service Provider during the course of

performance of Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by Customer or required by law. Service Provider shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the Customer, including but not limited to student names and other identifying information. Service Provider shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Service Provider shall turn over to Customer all educational records related to the Services provided to any Customer student pursuant to this Agreement.

- (h) **Records and Reports.** Service Provider shall provide within ten business days (10) of any request, those reports and records which may be reasonably requested by Customer pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Service Provider 's records, Customer shall protect the confidentiality of Service Provider 's proprietary or confidential information included in the data provided by using the same degree of care used to protect its own confidential information. Service Provider shall maintain such records and submit such reports, as are deemed necessary by Customer and as negotiated between Service Provider and Customer from time to time. All reports required by Customer shall be submitted on forms mutually agreed upon by both Parties. Service Provider will not be responsible for filing on behalf of Customer any state or regulatory reports concerning ridership or reimbursement. Service Provider shall immediately notify the transportation director, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available. If Service Provider provides Customer with audio or video recordings or any other records that include private or personally identifiable information, Customer shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Service Provider for any failure to comply with applicable law.

5. **Indemnification.** Service Provider shall defend, indemnify, and hold harmless Customer and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "Customer Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Service Provider, the Service Provider Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Service Provider's obligations under this Agreement, including, but not limited to Service Provider's or the Service Provider Parties' use of the site, Service Provider's or the Service Provider Parties' performance of the Services, Service Provider's or the Service Provider Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the Customer or the Customer Parties. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this

Section 5 includes, without limitation to the foregoing, claims that may be made against Customer by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against Customer alleging civil rights violations by Service Provider or Service Provider Parties under the California Fair Employment and Housing Act ("FEHA"). Customer shall indemnify and hold harmless Service Provider from and against any and all Claims to the extent arising from the sole negligent acts, omissions, or willful misconduct of Customer.

SECTION 5. STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

6. **LIMITATION OF LIABILITY; ACTIONS** IN NO EVENT SHALL CUSTOMER BE LIABLE UNDER THIS AGREEMENT TO THE SERVICE PROVIDER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.
7. **Cooperation of Customer.** Customer agrees to reasonably cooperate with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement.
8. **Term.** This Agreement shall have an initial term of one (1) year from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions in Section 9. Thereafter, the Agreement shall be automatically renewed for additional one-year terms (each a "Renewal Term"), unless not less than 60 days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term".
9. **Termination.**
 - (a) **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, five (5) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after 20 days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.
 - (b) **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other

Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365).

(c) **Termination for Convenience.** Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

(d) **Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Customer's possession or control.

10. Non-Solicitation. During the term of this Agreement and for one year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

11. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

12. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the

performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five business days of its occurrence.

- 13. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in California, San Mateo. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.
- 14. Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
- 15. Collection Expenses.** If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Customer agrees to reimburse Service Provider for all such costs, expenses and fees.
- 16. Assignment.** Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer, which consent may be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- 17. Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 18. Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
- 19. Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- 20. Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
- 21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

22. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

23. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Customer:

Name: Palermo Union School District

Address: 7390 Bulldog Way, Palermo, CA 95968

Attention: Ruthie Anaya, Asst. Supt. of Business

Service Provider:

Name: Pawar Transportation LLC

Address: 2815 Mitchell Dr., Suite 120, Walnut Creek, CA 94598

Attention: Amen Pawar-LaRosa | VP of Business Development

24. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

25. Attorneys' Fees. If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

26. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

27. Reports. Service Provider shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with commercially reasonable accounting procedures. Upon request, Service Provider shall make such records available to Customer for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

28. Entire Agreement; Modification. This Agreement and any exhibits attached hereto, is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

[Signatures on the following page]

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CUSTOMER

By: 
Name: Ruthie Anaya
Title: Asst. Supt. of Business
Date: 9/25/25

SERVICE PROVIDER

By: 
Name: Amen Pawar-LaRosa
Title: VP of Business Development
Date: 09/24/25

EXHIBIT A

SCOPE OF SERVICES

STUDENT TRANSPORTATION SERVICES

Service Provider shall provide to Customer the following services:

Service Provider shall provide student transportation services, as required for students and other persons designated by the Customer for students on an as- needed basis including, without limitation, transportation to and from home and schools for all bell schedules, including for ambulatory and non-ambulatory students with physical, mental, or emotional disabilities, and other destinations as required, including within the Customer's area and County of Butte, as designated by the Customer.

Transportation shall be provided for any ambulatory and wheelchair pupils for whom the Customer has assumed transportation responsibility. Service Provider shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Agreement, no additional compensation shall be awarded.

Customer reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make increases or decreases in the number of students and type of vehicles required.

School Year Service

A pupil's school year shall consist of approximately 180 days. An additional 30 days for extended school year or intersession shall also be included as part of a school year. Additionally, some Customer students attend non-public schools with instructional days during Customer recess and holiday periods.

The Customer agrees to furnish Service Provider, preceding each term, at the best of the Customer's ability, with the following:

By Mid-May - An Extended School Year/Summer School schedule including:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance, track information and bell times.
- Customer calendars.

By the Third Friday in July - For Traditional School Sites:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance and bell times.
- Customer calendars.

Customer shall not be obligated to accept or pay for any Services on those days when the schools are closed to insure the health or safety of the pupils or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Customer.

Cancellation

Customer shall have the option to cancel any scheduled route upon notification to Service Provider of at least eight (8) hours prior to the scheduled student(s) pick up time. Cancellation of routes by either Customer, pupils, or parents/guardians of less than eight (8) hours, or in a case of no-show by the Student, shall result in full payment for the entire trip by Customer to Service Provider and will be billed as "Service." If transported student(s) do not arrive to the vehicle on time (after a 10 min wait by the driver, or in the case where driver has multiple students on a route, then 5 min wait), the driver will leave the address and return to the student(s) pick up/drop off address if it is reasonable to do so. There will be a charge to Customer if the driver is to return for the excess mileage.

EXHIBIT B Fee Schedule

Tiers	Description	Pricing
Tier 1 0-30 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	\$145.00 round trip
Tier 2 31 - 50 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	\$190.00 round trip
Tier 3 51 - 80 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	\$250.00 round trip
Tier 4 80+ miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	Route specific pricing.

Additional Mileage: Mileage charges apply beyond the included distance in the base fare or daily rate.

Additional Features

Dedicated Route Driver (DRD)	Drivers assigned consistently to the same route, ensuring reliability, familiarity, and trust for students and routes.	Included
Included Services:	Car seats, booster seats, tether mount for safety vest and buckle guards are provided at no additional cost.	Included
SB 88 Compliance	▪ Drivers are certified, trained, and background-checked per California regulations. ▪ Vehicles meet safety and maintenance standards. ▪ Transparent pricing ensures no hidden fees. ▪ Advanced tracking technology enhances student safety and accountability.	

Key Information

Wheelchair Accessibility: Limited availability; please request in advance.

Driver Consistency: All routes are assigned to Dedicated Route Drivers (DRD) to build trust and reliability for students and routes.

Cancellation Policy Advance Notice: Cancellations made **at least 8 hours before** the scheduled pickup time will not incur any charges.

Cancellations made less than 8 hours before the scheduled pickup time, or in no-show cases, will be subject to a fee of **100% of the daily route rate.**

Cancellation Process: All cancellations must be requested in writing via email or through the designated contact method provided by Pawar Transportation.

Billing Details: Pawar Transportation LLC | 3673 Vista Charonoaks, Walnut Creek, CA 94598

EXHIBIT C

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the Customer must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the Customer. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the Customer pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the Customer, and prior to being present on Customer property or being within the vicinity of Customer pupils, you shall certify in writing to the Customer under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The Customer shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the Customer shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as VP of Business Development of Pawar Transportation LLC, have read the foregoing and agree that Pawar Transportation LLC will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above

Dated: 09/24/25

Name: Amen Pawar-LaRosa

Signature: 

Title: VP of Business Development

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial

officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on Customer property or be within the vicinity of Customer pupils.

Entity Name: Pawar Transportation LLC
Date of Entity's Contract with Customer: 09/24/25
Scope of Entity's Contract with Customer: Student Transportation Services

I, Amen Pawar-LaRosa, am the VP of Business Development for Pawar Transportation LLC, which entered a contract on September 24, 2025, with the Customer for Student Transportation Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: September 24, 2025

Signature: 

Typed Name: Amen Pawar-LaRosa

Title: VP of Business Development

Entity: Pawar Transportation LLC

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 22nd day of May, 2025 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Palermo Union Elementary School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2026, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

Signed: 
By: Geoffrey L. Kischuk
Title: President
Date: May 22, 2025

"CUSTOMER"
PALERMO UNION ELEMENTARY SCHOOL
DISTRICT

Signed: 
By: Ruthie Anaya
Title: Asst. Supt. of Business
Date: 9/22/25

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to four employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$6,500. One-half, or \$3,250 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,250 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$3,250 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$2,925 by July 15, 2025, the full valuation fee shown above shall be reduced by 10%.

**EMPLOYMENT AGREEMENT FOR
SUPERINTENDENT
Palermo Union Elementary School District**

THIS AGREEMENT is entered into on the date of approval by the governing Board, between the Governing Board (hereinafter "the Board") of and on behalf of the Palermo Union School District (hereinafter "the District") and Gary Rogers (hereinafter "the Superintendent").

1. TERM

1.1 The term of this Employment Agreement is from the date of July 1, 2025, through June 30, 2028.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

2.1 The Superintendent warrants and represents that he currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

2.2 The Superintendent shall perform all services, acts, and functions necessary or advisable as assigned by the governing Board, subject at all times to state and federal laws and the policies, rules, and direction of the Board. The Superintendent is the leader of the Administrative Team and agrees to work effectively as a member of the team. Together, the Administrative Team plans, directs, and coordinates the operations of the District. His employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

3. DUTIES AND RESPONSIBILITIES

3.1 The Superintendent shall serve as the chief executive officer of the District.

3.2 The Superintendent shall perform the duties prescribed by the laws of the State

of California, Board policy, the job description and Education code section 35035. The Superintendent shall act as Secretary to the Board as described in Education Code section 35025. The Superintendent, as the chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives to the Board; and (9) provide timely information to Board members about important issues affecting or that may affect the District.

3.3 The Superintendent is directly responsible to the Board. The Superintendent will be held responsible for recommending, establishing, and implementing programs and services, and for managing the District to meet the Board's expectations as established by Board policy. The Board, by exercising its governance and policy-making role, can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

3.4 The Superintendent facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District. The Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration

of the entire District.

3.5 The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees, consistent with Board Policies.

4. BOARD-SUPERINTENDENT RELATIONS

4.1 The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

4.2 The Board recognizes that it is a collective body and each Board member recognizes that a Board member's authority is derived from the collective deliberation and actions of the Board as a whole in a duly-constituted meeting. Except as permitted by Board bylaw, policies, protocols or other authority, individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

4.3 The Board, individually and collectively, will refer promptly to the Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof, pursuant to Board bylaws and protocols. The Superintendent will take appropriate action and/or respond and notify the Board President.

4.4 The Board shall provide the Superintendent with periodic opportunities to

discuss Board-Superintendent relationships as they relate to the Board's governance and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.

4.5 The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies and goals, which establish what the Board expects the District and the schools within the District to accomplish.

5. EVALUATION

5.1 Each year of the Agreement, the Board and Superintendent shall establish by mutual agreement the Superintendent's performance objectives and benchmarks for the next school year.

5.2 During the first year of this Agreement, initial performance objectives and benchmarks shall be put in writing no later than August 15, 2024, and shall be based on the duties and responsibilities set forth in this Agreement. The Board will schedule evaluation check-ins with the Superintendent at the end of the first three, six, nine and twelve (12) months of employment to acknowledge progress toward performance objectives and/or identify performance objective areas requiring support or correction.

5.3 During the remaining years of this Agreement, performance objectives and benchmarks outlined in the timetable listed below shall be put in writing no later than October 15th, and shall be based on the duties and responsibilities set forth in this Agreement:

October 15	Superintendent and Board establish performance goals and
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evaluation criteria.

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|-----------------|--|
| February 1 | Review of the Superintendent's performance and effectiveness, and progress towards achievement of the objectives jointly established for that school year. Modifications to those performance objectives may occur from time to time as the parties may agree and shall be reduced to writing by the Superintendent. A summary of the midyear discussion(s) may also be reduced to writing by the Board. |
| May 1 | No later than May 1 st of each year, the Superintendent shall notify the Board of its evaluation responsibilities; provide the Board with copies of this Agreement and the superintendent's current performance objectives; and schedule a meeting for the Superintendent and Board to review the Board's completed written evaluation of the Superintendent. |
| May 1 – June 30 | Board meets to prepare evaluation, then entire Board or Board subcommittee meets with Superintendent to deliver evaluation. At Superintendent's or Board's request, Superintendent and Board will meet in closed session to discuss the evaluation process or the evaluation itself. |
| June 30 | Evaluation with Superintendent's response, if any, placed in Superintendent's personnel file and a copy of that same document provided to the Superintendent. |

5.4 Evaluations shall be based upon the achievement of the mutually agreed

upon performance goals for the year in question, the Superintendent's effectiveness at discharging his duties as defined in the employment agreement and Board Policies, and job description, if any. If the Board deems it appropriate, it will provide written recommendations for strengthened performance to the Superintendent.

5.5 In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board may, if it deems appropriate, describe in writing the unsatisfactory performance, and indicate what objective(s) must be accomplished and the date by which it should be accomplished in order for the Superintendent's performance to be deemed satisfactory.

6. COMPENSATION

6.1 The Superintendent's base annual salary, effective July 1, 2025, shall be \$200,583. This annual base salary amount includes recognition for any graduate degrees and other certifications and licenses, workdays, vacation, and holidays.

6.2 The annual base salary shall be adjusted by 2% in years two and three of this Agreement, contingent upon a satisfactory performance evaluation for the preceding year, as determined by the Board through the evaluation process.

6.3 The Superintendent shall receive any increases given to certificated management employees as a result of negotiations.

7. FRINGE BENEFITS

7.1 The Superintendent shall be afforded at least all of the fringe benefits of employment which are granted to the District's currently employed or retired certificated management personnel, except as otherwise set forth in this Agreement. Such fringe benefits include, but are not limited to:

5.1.1 Fringe benefits in the nature and extent granted, during

employment or retirement, other certificated employees of the District which includes medical, dental, vision and life insurance.

5.1.2 Payment of the Superintendent's membership dues for ACSA and AASA.

5.1.3 Membership dues and expenses for a community service organization selected by the Superintendent and approved by the Board.

7.2 The Superintendent shall not be entitled to cash in lieu of any fringe benefits provided for in this section.

8. EXPENSE REIMBURSEMENT/ALLOWENCES

8.1 The District shall reimburse the Superintendent for all actual, necessary, and reasonable expenses which are incurred within the scope of employment, pursuant to Board Policy 3350. The Superintendent shall provide expense records which the District normally requires for reimbursement. The Superintendent shall be responsible for providing his own automobile and appropriate levels of automobile insurance. Mileage reimbursement for District related travel outside the county, or outside district boundaries and/or the greater Oroville area, will be paid in accordance with board policy.

9. DISTRICT PROVIDED TECHNOLOGY DEVICES

9.1 A District laptop shall be provided to the Superintendent during the term of this Agreement.

9.2 A District cell phone shall be provided to the Superintendent during the term of this Agreement unless he elects to use his personal cell phone for District business, in which case he will receive a \$50 per month stipend.

10. WORK YEAR AND VACATION

10.1 The Superintendent is a twelve-month employee with a work year of

260 days, inclusive of 24 days of vacation, and 14 days of federal, state, or local district holidays. Holidays are to be the same as all other twelve (12) month District employees. Vacation shall accrue in equal increments on a monthly basis in accordance with District policy for full time employees.

10.2 The Superintendent shall submit to the Board a proposed work year calendar each year before July 31. The Superintendent shall notify the Board in advance of any changes he plans to make to his work calendar. The Superintendent shall take vacation during the year in which it is earned unless the Board gives written approval to carry over unused days. No later than June 30th of each school year, the Superintendent may elect to receive compensation, at the Superintendent's existing daily rate, for any accrued, but unused vacation time up to ten (10) days per fiscal year. In no event shall the Superintendent accrue more than 34 days of paid vacation at one time.

10.3 In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for unused accrued vacation up to a maximum of 34 days at the then current salary rate.

11. SICK LEAVE

8.1 The Superintendent is entitled to twelve (12) sick leave days per contract year. The Superintendent may also use personal necessity and business leave days in accordance with District policy for full time employees.

12. OUTSIDE PROFESSIONAL ACTIVITIES

12.1 The Superintendent's professional priority is the District during the term of this Agreement and any extensions that may occur. The Superintendent may serve as a consultant, speaker, lecturer or engage in other activities on a short-term basis.

12.2 Any such activities that require the Superintendent to be absent from the District on work days per the Agreement work year calendar shall be reported to the Board President and subject to Board approval.

12.3 Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if the activities are completed on the Superintendent's vacation or non-work days.

13. EXTENSION OF AGREEMENT

13.1 The Board may offer to extend this Agreement for a mutually agreeable period on the same terms and conditions set forth herein.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

14.1 Mutual Agreement. At any time, the parties may mutually agree to terminate the agreement.

14.2 Disability. Should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.

14.3 Unilateral Termination by Superintendent. The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be

provided no less than ninety (90) days prior to the effective date of termination. The Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days.

- 14.4 Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Superintendent severance pay, at the election of the Superintendent, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the Superintendent would have earned for the remainder of this Agreement, not to exceed twelve (12) months of salary. The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261. If the contract is terminated under this provision, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

15. ENTIRE AGREEMENT

- 15.1 This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

16. APPLICABLE LAW

- 16.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California; should any provision of this Agreement be invalid; the remainder of this Agreement shall nevertheless be binding and effective.

17. VENUE

17.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State. Venue of any action to enforce this Agreement shall be in Butte County, California.

18. AMENDMENTS

18.1 The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all parties.

19. EXECUTION IN COUNTERPARTS

19.1 This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the parties. A fax, electronic, or "pdf" signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

20. EFFECTIVE DATE

20.1 The effective date of this Agreement shall be July 1, 2025.

21. NON-WAIVER

21.1 Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

22. INDEMNITY AND DEFENSE OF SUPERINTENDENT

22.1 The District shall indemnify, save, hold harmless and defend the Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Superintendent is alleged to have acted in any way related to his

duties as Superintendent or related to the District.

22.2 The District's obligation to indemnify shall be excused only as to liability for damages awarded against the Superintendent upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the Superintendent's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding.

22.3 Upon retirement or final separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as Superintendent.

23. NO ASSIGNMENT

23.1 The Superintendent may not assign or transfer any rights granted or obligations assumed under this contract.

Dated: _____

Gary Rogers
Superintendent

Dated: _____

Debbie Hoffman
President, Governing Board

Dated: _____

Cody Nissen
Vice-President, Governing Board

Dated: _____

Justin Younger
Clerk, Governing Board

Dated: _____
Mark McClarren
Member, Governing Board

Dated: _____
Kimberly Tyler
Member, Governing Board

Ratified in a public meeting of the Governing Board on October 22, 2025.