

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

> Superintendent Gary Rogers

Board of Trustees
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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

August 27, 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)
Ι.	Call	το	Oraer	(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].

PUBLIC HEARING

President asks Superintendent to introduce agenda item.

President opens item for public comment.

The public is invited at this time to provide input and comments to the Governing Board, regarding the sufficiency of instructional materials in the District for the fiscal year 2025-2026, Grades K-8, including English Learners, for pupil textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks pursuant to Education Code Section 60119 and 60422(b).

President closes item for public comment.

Board discussion.

7. Tell Me Something Good | Site & Student Recognition

Helen Wilcox

Helen Wilcox is off and running! We are starting 601 students strong, and more in the process of registering. The new staff and students are settling into their routines and excited for the new year. Our teachers are utilizing their ninety-minute Language Blocks, and we're all excited to see the results of such a purposefully focused time frame. United Building Contractors is moving forward with the Kindergarten classroom construction. We now have concrete, and our track is looking great with its new curve and fresh dirt. We are finding UBC easy to work with. We send a big thank you to the Summer Maintenance and Custodial staff (Alicia, Alex, Angelica, Clyde, Diego, Dustin, Gilberto, Imelda, Jim, Lupe, Norma, Steve & Teresa) for their hard work getting our site ready. They pulled together to get us clean and prepared - even with the construction dirt and dust! An extra Thank You to the Davis men, Alex, Dustin & Clyde, for their ingenuity and fortitude in getting the playgrounds and all student line up dots painted - even the students noticed the great work! Finally, we thank our office staff - Maria Romero, Maria Tello & Shannon Bean. We truly appreciate their herculean effort to answer parental questions, get codes, verify documents, organize everything, get our students registered, and deal with us. Without everyone working together we never would have made it - Thank you!

Palermo

It's been a busy first couple of weeks at Palermo Middle! We are excited to welcome the newest Bulldogs, our 6th graders, and celebrate the new year for our 7th and 8th grade students. The first week six days of school focused on building relationships and creating a culture that supports our Bulldogs doing their best in and out of the classroom. If you were to walk into a classroom now you would see our students engaged and ready to learn. Actually, you don't even need to open a door! For example, a couple of our math and history teachers are utilizing all aspects of the campus to increase our student engagement and participation to increase understanding in concepts ranging from timelines to x and y axis! It's going to be a great year at Palermo Middle!





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 August 13, 2025 Regular Board Meeting.

Reports

b. Events Calendar

REFERENCE #1

c. Palermo Account Ledger | July1, 2025 - July 31, 2025

REFERENCE #2

d. New library books for Helen Wilcox School are presented for information and a 30-day review.

REFERENCE #3

CONSENT AGENDA APPROVAL

ACTION_____MOTION____SECOND____VOTE____

9. ITEMS REMOVED FROM CONSENT AGENDA

a. ACTION____MOTION____SECOND____VOTE____

D. ACTIONMOTIONSECONDVOTE
0. Staff Reports/Business Items
a. It is recommended that Board Resolution No. 25-11, which addresses the sufficiency of textbooks and instructional materials for Grades K-8, including English Learners, for the 2025-26 fiscal year, be approved. This resolution complies with the requirements of Education Code Sections 60119 and 60422(b) and includes the Certification for the Instructional Materials Funding Realignment Program (IMFRP) and the provision of standards-aligned instructional materials.
REFERENCE #4
ACTIONMOTIONSECONDVOTE
b. It is recommended the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and the Butte County Office of Education (BCOE) establishing a formal working relationship as partners in the After School Education and Safety Program (ASES) for the 2025-26 school year, be approved.
REFERENCE #5
ACTIONMOTIONSECONDVOTE
c. It is recommended the agreement between Palermo Union Elementary School District and Language World Services, Inc for interpreting and translation services, be approved.
REFERENCE #6
ACTIONMOTIONSECONDVOTE
d. It is recommended the Memorandum of Understanding between Palermo Middle School and The Choose Well Program, featuring Mister Brown as the speaker for the 2025/2026 school year, in the amount of \$11,000 for two school-day visits, be approved (Funding Source: Site Funding).
REFERENCE #7
ACTIONMOTIONSECONDVOTE
e. It is recommended that the Memorandum of Understanding (MOU) between the Palermo Union Elementary School District and The Transformative Reading Teacher Group, effective August 20, 2025 be approved. This MOU establishes a collaborative partnership to build districtwide literacy leadership capacity through individualized coaching, a leadership book study, and a leadership course. (Cost: \$119,000 Funding Source: Educator Effectiveness Grant).

REFERENCE #8

	ACTIONMOTIONSECONDVOTE
f.	It is recommended that the Agreement between Palermo Union Elementary School District and King Consulting be approved. This agreement is for the preparation of a Development Assessment and Impact Study, which will provide crucial information regarding current and potential residential development within the District's boundaries and its potential impact on the District (Cost Not to Exceed: \$6,150 Funding Source: Developer Fees).
	REFERENCE #9
	ACTIONMOTIONSECONDVOTE
g.	California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
h.	Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.
11. B c	oard Policies & Administrative Regulations
	ne following Board Policies and Administrative Regulations are presented to the Board for st reading.
	ease Note: All Board Policies and Administrative Regulations listed below are available for view at the District Office.
a.	Board Policy 7310 – Naming of Facility
12. S t	uperintendent's Reports
13. B	pard Items
<u>Cl</u>	LOSED 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. <u>Personnel | Recommendation: Approval</u> (Pending successful completion of pre-employment requirements.)

Certificated

- a. Shannon King, Certificated Teacher, Column I, Step 12, Golden Hills School, request to hire as a Certificated Teacher, effective August 4, 2025.
- b. Mikaela Woodbury, Certificated Teacher, Column I, Step 5, Palermo Middle School, correction to initial salary placement, effective August 4, 2025.
- c. Rebeka Heard, Certificated Substitute, District Wide, add to certificated sub list, effective August 21, 2025.
- d. Shamdai Foster, Certificated Substitute, District Wide, add to certificated sub list, effective August 20, 2025.
- e. Edgar Quezada, Stipend Cross Country, Palermo Middle School, request to be added to District stipend list, effective August 4, 2025.

Classified

- a. Cameron Castillo, Director of Maintenance, Operations & Transportation, District Wide, request to hire as Director of Maintenance, Operations & Transportation effective August 25, 2025.
- b. Karadeniz Taylor, Substitute Instructional Aide, Helen Wilcox School, add to classified sub list, effective August 16, 2025.
- f. Cheyenne Rodriguez, Substitute Instructional Aide, District Wide, add to classified sub list, effective August 22, 2025.
- g. Dakota Jimenez, Instructional Aide, Helen Wilcox School, request to hire as an Instructional Aide effective August 7, 2025.
- h. Heather Peterson, Library Technician, Helen Wilcox School, request to increase contract hours from 6.0 hours per day to 6.5 hours per day, effective August 7, 2025.

Resignation/Retirement

 Karadeniz Taylor, Instructional Aide, Helen Wilcox School, resignation effective August 16, 2025.

j.	Edgar Quezada, Stipend - Volleyball 6, Palermo Middle School, resignation effective August 4, 2025.
<u>AD</u>	DJOURNMENT (Time)

Palermo Union Elementary School District Regular Board Meeting Minutes August 13, 2025

District Office Boardroom 7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

- 1. Vice President, Cody Nissen, called the meeting to order at 5:00 PM, and welcomed those in attendance.
- 2. Board Vice President Cody Nissen led those in attendance in the flag salute.
- 3. Members of the Governing Board in attendance were: Justin Younger, Kimberly Tyler, Cody Nissen and Mark McClarren.
 - Others present were: Gary Rogers, Ruthie Anaya, and Jessica Coon.
- 4. A motion was made by Justin Younger and seconded by Mark McClarren, recommending the agenda be approved. Justin Younger, Kimberly Tyler, Cody Nissen and Mark McClarren voted aye. Motion unanimously carried.

5. Audience with the Board

Non-Agenda Items:

No one had business to bring before the Board.

6. **Audience with the Board**

Agenda Items:

No one has business to bring before the Board.

7. Tell Me Something Good | Site & Student Recognition

Preschool

The PUESD preschool programs kicked off the summer with a family concert with 1,2,3, Andre's' followed by a field trip to Helen Wilcox to see the "Wildthings". Each week children explored different themes and had opportunities to develop new language and learning. Most recently the children explored 16th century pirates and mermaids and ended the unit with a pirate workshop at the Oroville State Theater, where they learned to talk, sing, and dance like pirates!

8. Consent Agenda

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

Action Items

- a. Minutes of July 23, 2025 Regular Board Meeting.
- b. Warrants of July 1, 2025 through July 31, 2025, 327721-330296, for the amount of \$858,947.12 Funds 01, 12, 13, 35, 40
- c. Surplus & Obsolete Requests

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

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

Obsolete Inventory

• Texts for English Language Development, Benchmark Advance, 2017

Reports

- d. Events Calendar
- e. Palermo Account Ledger | June1, 2025 June 30, 2025

9. <u>Items Removed from the Consent Agenda</u>

There were no items removed from the Consent Agenda.

10. Staff Reports/Business Items

- a. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the agreement between Palermo Union Elementary School District and Accularm Security Systems in the amount of \$4,390.00 for burglar alarm system installation, effective August 1, 2025 be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- b. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the agreement between Palermo Union Elementary School District and Accularm Security Systems for burglar monitoring services, effective August 1, 2025 be

- approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- c. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the agreement between Palermo Union Elementary School District and Accularm Security Systems in the amount of \$5,325.00 for fire alarm system installation, effective August 1, 2025 be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- d. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the agreement between Palermo Union Elementary School District and Accularm Security Systems for fire monitoring services, effective August 1, 2025 be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- e. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the agreement between Palermo Union Elementary School District and United Building Contractors in the amount of \$41,810.60 for renovation to new District Office building, effective July 22, 2025 be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- f. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the bid from Carpets Galore in the amount of \$14,657.00 for flooring in the new District Office building, be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.
- g. A motion was made by Justin Younger, seconded by Mark McClarren, recommending the Helen Wilcox TK/K Change Orders, as detailed below, be approved. Justin Younger, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried.

Original Contract Amount: \$5,285,338.00

Change Orders: \$75,747.98

Revised Contract Amount: \$5,361,085.98

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

11. Board Policies & Administrative Regulations

 a. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 7110 – Facilities Master Plan, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- A motion for approval was made by Justin Younger and seconded by Mark McClarren for Administrative Regulation 7111 – Evaluating Existing Buildings, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- c. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 7131 – Relations with Local Agencies, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- d. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 7140 Architectural and Engineering Services, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- e. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Administrative Regulation 7140 Architectural and Engineering Services, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- f. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 7150 Site Selection and Development, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- g. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Administrative Regulation 7150 Site Selection and Development, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- h. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9000 Role of the Board, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- i. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9005 Governance Standards, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- j. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Board Policy 9010 – Public Statements, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- k. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9011 – Disclosure of Confidential/Privileged Information, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9012 – Board Member Electronic Communications, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- m. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9100 – Organization, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9121 – President, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9122 – Secretary, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- p. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9123 – Clerk, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- q. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9124 – Attorney, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- r. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9130 Board Committees, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- s. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9140 Board Representatives, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- t. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9200 Limits of Board Member Authority, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- u. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9220 – Governing Board Elections, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- v. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Exhibit 9220 Governing Board Elections, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- w. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9222 Resignation, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- x. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9223 Filling Vacancies, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- y. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9224 Oath or Affirmation, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- z. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9230 Orientation, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- aa. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9240 Board Training, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- bb. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Exhibit 9250 Remuneration, Reimbursement, and Other Benefits, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- cc. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9260 Legal Protection, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- dd. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9270 Conflict of Interest, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- ee. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Exhibit 9270 Conflict of Interest, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- ff. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9310 Board Policies, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- gg. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9320 Meetings and Notices, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- hh. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9321 Closed Session, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

- ii. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Exhibit 9321 – Closed Session, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- jj. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9322 – Agenda/ Meeting Materials, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- kk. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9323 Meeting Conduct, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- II. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9323.2 – Actions by the Board, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- mm. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Exhibit 9323.2 Actions by the Board, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- nn. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9324 – Minutes and Recordings, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.
- oo. A motion for approval was made by Justin Younger and seconded by Mark McClarren for Board Policy 9400 Board Self-Evaluation, to be approved. Justin Younger, Cody Nissen, Kimberly Tyler, and Mark McClarren voted aye. Motion unanimously carried.

12. Correspondence

a. Palermo USD PSE Feedback

13. Superintendent's Reports

Superintendent Gary Rogers reported to the board on many things happening within the District.

The Welcome Back Breakfast went very smoothly, and was kept short to allow admin additional time with staff at their sites. A team of admin, along with Breck Wright from BCOE, conducted a district wide informal lockdown drill, where teachers could be given one on one lockdown instructions tailored for their classrooms, as well as share any safety concerns they may have.

Superintendent Rogers also reported that the school year is off to a great start! Currently we have 1,348 students enrolled, only 10 less than projected.

Superintendent Rogers gave a shout out to the custodial and maintenance crews for doing an amazing job this summer while being understaffed and lacking a Maintenance Director. Many have stepped up to ensure all of the necessary tasks are getting done. The construction project at Helen Wilcox School is well under way and progressing well. The District Office portable is almost complete as well, thanks to Jim and Dane's hard work.

The District is almost fully staffed, with the exception of a few Instructional Aide positions and one bus driver.

Superintendent Rogers is looking forward to many great things this year and focusing on improving the achievement of our students!

14. Board Items

None.

CLOSED SESSION

The Board recessed into Closed Session at 5:19 PM to discuss the following:

- 1. Closed session for the purpose of discussing student matters/discipline, all in accordance with Education Code Sections 48918 and 35146.
- 2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
- 3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/confidential, in accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent.

OPEN SESSION

The Board reconvened into Open Session at 5:34 PM

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

None.

ACTION ITEMS

None.

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

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

Certificated

a. Mya Galev, Certificated Teacher, Column III, Step 2, Helen Wilcox School, hire as a Temporary Certificated Teacher, effective August 4, 2025.

Classified

- b. Marshall Toet, Bus Driver, Transportation, Class 16, Step 3, 4.0 hours per day, hire as a Bus Driver effective August 7, 2025.
- c. Jennifer Travis, Bus Driver, Transportation, Class 16, Step 4, 4.0 hours per day, hire as a Bus Driver effective August 7, 2025.
- d. Andee Krantz, Instructional Aide, Helen Wilcox School, 3.5 hours per day, change contract days from Mon-Thurs to Mon-Friday, effective August 7, 2025.

Resignation/Retirement

e. Kari Parks-Gendreau, Instructional Aide, Palermo Middle School, resignation effective August 8, 2025.

<u>ADJOURNMENT</u>

Vice President, Cody Nissen, declared the meeting adjourned at 5:34 PM

Respectfully submitted,

Gary Rogers, Secretary of the Governing Board

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
August 27, 2025	Regular Board Meeting	District Boardroom	5:00 PM
August 29, 2025	Superintendent & Principals Award Ceremony	Palermo Middle School	9:00 AM
September 10, 2025	Regular Board Meeting	District Boardroom	5:00 PM
September 24, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 8, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 22, 2025	Regular Board Meeting	District Boardroom	5:00 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

		MONTH:	July 1 - July 31, 202	25			
	BEG BAL	RECEIPTS	DISBURSEMENTS	TRNFS	FEE/SVC CHG	ENDING BAL	
Account Name							
PACE	\$535.68					\$535.68	
102 PAL ST BODY	\$7,904.36		(\$5.00)			\$7,899.36	
202 SPORTS	\$1,912.16					\$1,912.16	
203 Boys Bball	\$1,731.83					\$1,731.83	
204 Girls Bball	\$48.54					\$48.54	
205 REFEREE	\$0.00					\$0.00	
300 Yearbook	\$6,348.60					\$6,348.60	
402 PAL LIBRARY	\$1,156.25					\$1,156.25	
502 BAND	\$7,694.79					\$7,694.79	
505 DRILL TEAM	\$303.11					\$303.11	
506 6TH GRADE	\$1,376.13					\$1,376.13	
507 7TH GRADE	\$1,086.75					\$1,086.75	
509 8TH GRADE	\$2,232.48					\$2,232.48	
511 CLUB LIVE	\$4,684.23					\$4,684.23	
512 CHESS CLUB	\$605.49					\$605.49	
513 FFA	\$9,262.16					\$9,262.16	
514 Floral	\$1,308.50					\$1,308.50	
Undeposited Funds	\$0.00					\$0.00	
	\$48,191.06					\$48,186.06	

August 8, 2025

Deborah Hoffman c/o Palermo Union School Board 7390 Bulldog Way Palermo, CA 95968

Upon your review, I am requesting that these new titles be approved/added to the Helen Wilcox Library inventory.

New Book Purchases

The Day the Crayons Made Friends

Drew Daywalt



Milo and the Art of Patience (Milo's Adventures!)

Micha Lee West



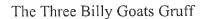
Milo and Uncle Kitten: The Big Comeback (Milo's Adventures!) Micha Lee West



This Book Is Viral! (Finn the Frog Collection)

Ron Keres







Mac Barnett

Fluffy McWhiskers Crunchazaur Kaboom

Stephen W. Martin



The Wild Robot on the Island: Adaptation of The Wild Robot

Peter Brown



Vampire Jam Sandwich

Casey Lyall



This Book Is Dangerous! (A Narwhal and Jelly Picture Book #1)

Ben Clanton



Dragonboy (Dragonboy, 1)

Fabio Napoleoni





Dragonboy and the Wonderful Night (Dragonboy, 2)

Fabio Napoleoni



Dragonboy and the 100 Hearts (Dragonboy, 3)

Fabio Napoleoni



Gymnastics (Let's Play Sports!: Blastoff! Readers, Level 2)

Jill Sherman



Cheerleading (Let's Play Sports!: Blastoff! Readers, Level 2)

Jill Sherman



Volleyball (Let's Play Sports! Blastoff Readers. Level 2)

Jill Sherman



Football (Let's Play Sports!: Blastoff! Readers, Level 2)

Thomas Adamson



Lemurs (Blastoff! Readers: Animal Safari)

Kari Schuetz



The Donkey Egg

Janet Stevens



Please Don't Eat Me

Liz Climo



Books That Drive Kids CRAZY!: This Is a Ball

Beck Stanton



Books That Drive Kids CRAZY!: This Book Is Red

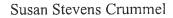
Beck Stanton



Books That Drive Kids CRAZY!: Did You Take the B from My _ook? Beck Stanton



Little Good Wolf





Don't Touch This Book!: An Interactive Funny Kids Book

Bill Cotter



Troll

Frances Stickley





Troubling Tonsils! (Jasper Rabbit's Creepy Tales!)

Aaron Reynolds



Unsettling Salad! (Jasper Rabbit's Creepy Tales!)

Aaron Reynolds



Wrong Time Rooster

Michael Parkin



Claymates (Claymates, 1)

Dev Petty



Don't Trust Fish



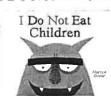
Neil Sharpson

Ramon Fellini the Dog Detective



Guilherme Karsten

I Do Not Eat Children



Marcus Cutler

The Crayon Stub



Marcus Cutler

E-I-UFO: Old MacDonald Had a Farm

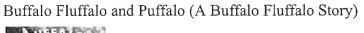


Zach von Zonk

I Quit (Wild Princess Kitty Books)



Kristen Tracy



Bess Kalb



Bearsuit Turtle Makes a Friend: A Picture Book

Bob Shea



Uh-OH! My Dragon's Smelly

Katie Weaver



Dragons Can't Eat Snow Cones

Amanda Sobotka



Professor Nincompoop

Jimmy Vee



Mermaids Are the Worst! (The Worst! Series)

Alex Willan







Parfait, Not Parfait!

Scott Rothman

Susannah Lloyd



Monty and the Mushrooms

Dev Petty



Don't Lose Mr. Cuddles: Life Lessons from Chip the Dog

Dev Petty



Hedgehogs Don't Wear Underwear

Marissa Valdez



Will the Pigeon Graduate?

Mo Willems



Bob the Vampire Snail



Please Don't Read This Book

Andrea Zuill

Deanna Kizis



Thank you for taking the time to review these new materials for the Helen Wilcox Library.

Receptfully Submitted, Heather Peterson



Resolution No. 25-11

Sufficiency of Instructional Materials

WHEREAS, the local Governing Board of Palermo Union Elementary School District, in order to comply with the requirements of Education Code Sections 60119 and 60422(b) held a Public Hearing on August 27, 2025, at 5:00 p.m., which did not take place during or immediately following school hours; and

WHEREAS, the local Governing Board provided at least 10 days notice of the Public Hearing posted in at least three public places within the District that stated the time, place and purpose of the hearing; and

WHEREAS, the local Governing Board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the Public Hearing; and

WHEREAS, information provided at the Public Hearing and to the local Governing Board at the public meeting detailed that sufficient textbooks and instructional materials in all subjects consistent with the cycles and content of the curriculum frameworks were provided to all students, including English Learners, in the District; and

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments; and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English Learners that are aligned to the academic content standards, in mathematics, science, history-social science, and English/language arts, including the English Language Development component of an adopted program, consistent with the cycles and content of the curriculum frameworks.

NOW, THEREFORE, BE IT RESOLVED that for the 2024-2025 school year, the Palermo Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Palermo Union Elementary School District Governing Board on this 27th day of August 2025 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Debbie Hoffman President of the Governing Board	Gary Rogers Superintendent/Secretary to the Board



Mary Sakuma

Superintendent msakuma@bcoe.org

Student
Programs
and Educational
Support
Michelle Zevely
Deputy Superintendent

mzevely@bcoe.org

Julie Jarrett
Senior Director
Expanded Learning
Programs

Stacey Malcolm
Program Coordinator

Tina Richter
Senior Administrative
Assistant

Board of Education

Daniel Alexander
Emily Holtom
Mike Walsh
Amy Christianson
Julian Diaz
Evan Tuchinsky
Alastair Roughton

1859 Bird Street Oroville, CA 95965 (530) 532-5757 Fax (530) 532-5794 http://www.bcoe.org

An Equal Opportunity
Employer

August 2025

Dear Superintendent:

I hope this letter finds you well! This past year was all about the Expanded Learning Opportunities Program (ELO-P) and how best to provide the services to ALL interested students. In my 24 years with BCOE, we have grown from a small program serving three sites, to a program serving thousands of students at 25 schools in 11 districts for a minimum of 210 days a year. I want to thank you for your support while we strived to provide an array of enriching activities that embedded social emotional learning into our programs during after school hours and summer enrichment.

I have updated the MOU required for this school year (2025-2026) to support your After School Education and Safety (ASES) Program grant. I have attached a copy of your district MOU for review and if needed school board approval. Upon approval, kindly scan a signed copy to my attention. Please do not forward the original directly to Mary Sakuma. I collect all 11 signed MOUs and have Mary sign them all at once. This results in a quicker process and fewer misplaced MOUs.

The ASES grant funding requires the following from each LEA receiving funds:

Each site will provide at least 33 percent cash or in-kind local matching funds from the school district, government agencies, community organizations, or the private sector for each dollar expended in grant funds. Not more than 25 percent of the match requirement will be fulfilled by facilities or space usage.

The in-kind dollar amount for your snack/supper contribution is calculated utilizing the following reimbursement rates. The state allows us to calculate this figure by utilizing the actual attendance from the previous year and multiplying that figure by \$1.23 for snack and \$5.21 for supper.

Remember we now have the ability to include ELO-P contract funds to district ASES MOUs. ELO-P funding can be used for the local match for ASES, as it is the intent that ASES, and the ELO-P funding be considered a single comprehensive program. Source: Expanded Learning Opportunities Program FAQs.

Please feel free to make changes or revisions to the attached copy, and do not hesitate to give me a call with your questions. As always, it has been a pleasure to serve you and your students with expanded learning opportunities. Stay well and take care!

Best Regards,

Julie Jarrett

Attachment: 2025-2026 MOU

Memorandum of Understanding Between

Palermo Union Elementary School District

and Butte County Office of Education

<u>Purpose</u>

This memorandum of understanding establishes a formal working relationship between **Palermo Union Elementary School District** and Butte County Office of Education acting as partners in the After School Education and Safety Program (ASES). The goals and objectives of our collaboration are to expand learning opportunities for students, families, and community members; to provide academic, enrichment, mentoring, and tutoring educational support; to develop cultural and linguistic competence; to offer opportunities for after school and summer recreation; to provide center-based and linked health, social, and safety services: to provide technology and career training to students; and to expand school and community participation in drug-free, supervised, and fun activities to be provided in safe and supervised learning environments. The After School Education and Safety Program Universal Grant require sites to provide at least 33% cash or in-kind matching funds (no more than 25% of the match requirement can be fulfilled by facilities or space usage).

Description of Services

Palermo Union Elementary School District will support the After School Education and Safety Program (ASES) at Golden Hills Elementary, Helen Wilcox Elementary, Honcut Elementary and Palermo Middle by its commitment to support site administration, food services, facility use, and provide the opportunity for connection with the regular day programming particularly in literacy and math. In addition, the district will provide student academic test scores, attendance and behavior data and other materials needed for comprehensive state and local evaluation.

Facility Usage Amount:	\$	45,812		
Custodial Services Amount:	\$	69,840		
Snack Administration:	\$	64,406		
Support Staff:		20,000		
May include but not limited to front office support, and data collection assistance.				

Administration: \$ 30,000

May include but not limited to representation in governance and evaluation, recruitment, outreach, communication, use of equipment, copier, desk space, technology and the integration of existing educational, enrichment, health, and recreational programs and services.

ELO-P Contract Funds: \$333,893**

In-kind dollar amount of program support:

\$ 563,951

Terms

The terms of this MOU shall commence on July 1, 2025, and shall extend through June 30, 2026. This MOU may be modified or terminated in thirty (30) days upon written notice of intention to terminate the agreement with or without cause.

Palermo Union Elementary School District	Butte County Office of Education		
Gary Rogers – Superintendent	Mary Sakuma - Superintendent		
 Date	Date		

Custodial cost estimate based on a per classroom amount of \$6,984 which correlates to the amount BCOE charges districts for these services.

Snack/Supper administration cost estimate based on prior year's attendance (total number of students served x \$1.23/\$5.21). Support staff cost estimate based on \$5,000 per site. Administration cost estimate based on \$7,500 per site.

**The ELO-P funding can be used for the local match for ASES, as it is the intent that ASES, and the ELO-P funding be considered a single comprehensive program. Source: Expanded Learning Opportunities Program FAQs.



LANGUAGE SERVICES AGREEMENT

This LANGUAGE SERVICES AGREEMENT ("Agreement") is entered into by and between Language World Services, Inc, a California Corporation, located at 2860 Gold Tailings Court, Rancho Cordova, California 95670 (hereinafter referred to as "LWS"), and **Palermo Union Elementary School District** located at **7390 Bulldog Way, Palermo, California 95968,** (hereinafter referred to as "Client"). In consideration of their mutual agreements described herein agree as follows:

RECITALS

WHEREAS, LWS is engaged in the business of providing non-English to English interpreting and translation services to for-profit businesses, not-for-profit institutions, healthcare providers, behavioral healthcare providers, health plans, financial services, schools, government, and other businesses;

WHEREAS, Client desires to engage LWS to provide interpreting and translation services to its Limited English Proficient ("LEP") service recipients and its service providers;

WHEREAS, LWS and Client desire to contract with each other for the provision of these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be bound hereby, the parties agree as follows:

ARTICLE 1. RELATIONSHIP

- 1.01 Independent Contractor: LWS shall be an independent contractor with respect to Client. Nothing contained in the Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of the Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth, to create a relationship of agency, representation, joint venture, or employment between the parties.
- 1.02 Services: All Services provided by LWS under this contract shall be fulfilled by employees and subcontractors (collectively "Linguists") chosen by LWS based on qualifications, skill, and difficulty of assignment as well as scheduling availability.
 - Client may make request to LWS for specific Linguists for specific assignments under this Agreement, however, while LWS will make best efforts to satisfy such requests, LWS cannot, and does not, guarantee that such requests can or will be filled;
 - b. Client understands that Linguists assigned by LWS to perform services under this Agreement are not employees of Client;
 - c. Client understands that all requests for services under this Agreement are to be made to and through LWS and not directly to or from Linguists.
 - d. In accordance with the preceding paragraph, Client understands that any attempt or request to contact LWS Linguists that circumvents LWS scheduling protocols for the purposes of performing interpreting services or any other associated services, shall be deemed a material breach of this Agreement.



- e. In accordance with paragraph 1.02d above, contact information including but not limited to phone numbers, addresses, and email addresses of individual Linguists, are the proprietary information of LWS and will not be shared or provided to Client. Any attempt to receive and/or solicit this personal contact information shall be deemed a material breach of this Agreement.
- 1.03 Other Conditions / Policies: In order to provide excellent, reliable interpreting and translation services, all service requests must be communicated directly either by telephone or by other electronic means to LWS. For Pre-scheduled Interpreting, receipt of an "Appointment ID Number" generated by our database serves as the official receipt of the request.

ARTICLE 2. SERVICES, FEES AND INVOICING

2.01 LWS offers to provide the following services to Client at the fees listed:

A. Pre-scheduled Interpreting

- 1). Pre-scheduled Interpreting 24/7/365
 - a). Client on-site

i).	Spanish	\$90/hour (2-hour min then ¼ hr)
ii).	Other languages	\$100/hour (2-hour min then 1/4 hr)

b). Client video conference link

i).	Spanish	\$85/hour (2-hour min then ¼ hr)
ii).	Other languages	\$95/hour (2-hour min then ¼ hr)
iii).	ASL (via Client video conference link only)	\$150/hour (2-hour min then ¼ hr)
iv).	ASL Legal or Certified Deaf Interpreter ('CDI')	\$300/hour (2-hour min then 1/4 hr)

c). Client phone number

i).	Spanish	_\$85/hour (1-hour min then 1 hr)
::\	Other and a service of a	ΦΩΕ/Ι /4

- ii). Other languages \$95/hour (1-hour min then 1 hr)
- 2). Emergency Premium (scheduled without 24-hour notice) +\$8/hour
- 3). Pre-scheduled Interpreter direct telephone call to LEP individual for appointment confirmation, basic instructions as directed by provider_____\$25/call
- 4). Additional Details:
 - a). Billing Policy: LWS bills listed minimum hour(s) and increments thereafter.
 - b). **Mileage/Parking/Tolls:** Mileage over thirty (30) miles will be reimbursed at the IRS current published rate. Parking/Tolls reimbursable as incurred.
 - c). Cancellations < 48 hours notice: Billed at hourly rate for the scheduled duration.
 - d). **No Shows:** Appointments not cancelled *prior* to the start time are considered 'No Shows' and will be billed in full at applicable rate.
 - e). **Multiple LEP Recipients:** For Client site classes, group therapies and meetings, LWS will provide simultaneous services with equipment for up to three (3) LEP recipients at the rates listed above.
 - f). Lead times for emergent and canceled appointments are based on **LWS Office Hours** 8am to 5pm Monday-Friday.



B. On-Demand Remote Interpreting

1). On-Demand Interpreting (no pre-scheduling)

- a). OPI (Over Phone Interpreting) \$1.30/minute (2-minute minimum)
- b). VRI (Video Remote Interpreting) \$1.30/minute (2-minute minimum)
- c). Additional Details:
 - i). Conference Calls (3-plus party calls) are charged additional \$2 flat fee per call
 - ii). ASL calls (VRI Only) will be charged at \$2.20/minute
 - iii). ASL calls placed with Legal service type and Certified Deaf Interpreter calls will be charged at \$4.50/minute.

C. Translations

1). Each document translation project is estimated individually using the pricing below. Actual pricing may be less due to memory capture and/or word repetition discounts.

a.) Document Translation Pricing Table

Target Language	Price Per Word
Arabic	\$0.21
Chinese (Simplified)	\$0.19
Farsi	\$0.21
Hindi	\$0.21
Hmong	\$0.22
Korean	\$0.21
Russian	\$0.21
Spanish	\$0.17
Tagalog	\$0.21
Vietnamese	\$0.21

All Other Languages Request Quote

- b.) Formatting/Proofing ______\$75/hour
- c.) Rush Rates______20% markup
- d.) Project Minimum_____\$155/language



2). Additional Details:

a.) Quoted Pricing

LWS reserves the right to adjust quoted pricing and/or delivery date estimates upon receipt and evaluation of final source materials to be translated. LWS shall advise Client of any additional charges or change in delivery date prior to commencement of work.

b.) Terminology

Unless the Client provides an approved glossary of terms for a given project, LWS shall translate specialized terms by their usual and conventional meanings, and otherwise make decisions based on LWS' standard production procedures. All source materials shall be legible and delivered to LWS in a timely manner and in specified formats. LWS shall not be responsible for any delay in delivery due to failure to deliver any source materials in a timely manner or proper format.

c.) Client Representations and Warranties of Source Materials

Client represents and warrants (i) that it owns or is licensee of the source materials and all components thereof, and (ii) that translation of the source material and publication, distribution, sale or other use of the deliverable shall not infringe upon any copyright, trademark, patent, or other right of any third party.

d.) Corrections

Client agrees that LWS shall have no obligation regarding errors in translations unless LWS receives written notification of the error(s) within three (3) business days following deliverable to Client. LWS' sole obligation with respect to errors shall be the obligation to correct the deliverable. LWS shall correct the following errors at no cost to Client: Outright mistranslation, omission, typo, grammatical mistake, non-adherence to an approved glossary.

- 2.02 Upon each anniversary of the effective date, the then current Pre-schedule Interpreting rates shall be adjusted by an increase of three (3) percent.
- 2.03 Invoicing: Pre-Scheduled, On-Demand and Translations services are invoiced separately as performed and no less frequent than monthly.

LWS INVOICES ARE DUE NET 30 DAYS FROM THE DATE OF THE INVOICE. A LATE PAYMENT CHARGE OF 1.5% OF THE BALANCE, CALCULATED MONTHLY, WILL BE CHARGED IF A CLIENT PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF THE DATE OF THE INVOICE. A CHARGE OF 1.5% PER MONTH, CALCULATED MONTHLY, WILL BE CHARGED TO THE TOTAL UNPAID BALANCE REMAINING IN THE CLIENT ACCOUNT. ANY ACTION TO COLLECT ANY SUMS DUE UNDER THIS AGREEMENT MAY BE BROUGHT IN SACRAMENTO COUNTY, CALIFORNIA, AND THE PARTIES CONSENT TO JURISDICTION AND VENUE IN SUCH COUNTY.

ARTICLE 3. INSURANCE AND INDEMNIFICATION

3.01 LWS agrees that it shall be responsible for all required insurance coverages associated with Client assignments and services. In addition, Client represents that it shall procure and maintain insurance on all of its' operations. Upon request by either party, the requested party shall furnish copies of certificates of insurance evidencing coverage for itself. The parties shall comply with all applicable laws associated with insurance and indemnification in fulfilling this obligation.



- 3.02. Each party agrees to promptly and fully release, defend, indemnify and hold harmless the other, its officers, agents, directors, employees, and representatives against all third-party damages, losses, claims, liabilities, demands, and judgments (including attorneys' fees and expenses incurred) made or recovered against them which are associated with or arise from the acts or omissions of the other party. In particular, the Client agrees to promptly and fully release, defend, indemnify and hold harmless LWS, its officers, agents, directors, employees and representatives against any and all claims arising out of the acts or omissions of Client's officers, agents, directors, employees and representatives. Likewise, LWS agrees to promptly and fully release, defend, indemnify, and hold harmless Client, its officers, agents, directors, employees and representatives against any and all claims arising out of LWS's employment relationship with interpreters.
- 3.03 In the event either party becomes aware of any act or failure to act that may support a claim for liability or indemnification under this Agreement, that party shall provide the other with prompt written notice upon its initial receipt of information that could reasonably support such claim.
- 3.04 Each party shall provide the other party with prompt and reasonable notice of any investigation it commences or becomes aware of, which the noticing party or any third-party conducts that involves any LWS Linguist assigned to Client.
- 3.05 It is expressly understood that nothing in this Agreement shall be construed to mean that LWS assumes liability on account of actions or omissions of Client, except those arising out of or relating to the performance of, or failure to perform, services and obligations under this Agreement.

ARTICLE 4. TERM AND TERMINATION

- 4.01 This Agreement shall commence on the most recent effective date of signature of this Agreement and shall continue for a period of three (3) years from the effective date. Thereafter, Agreement will continue month-to-month.
 - a. Either Party may terminate this Agreement for any or no reason upon 30 days advance written notice to the other Party.
 - b. If LWS materially breaches this Agreement or violates any provision of applicable Federal, State or local laws or ordinances, including but not limited to, Health Insurance Portability and Accountability Act (HIPAA), Client may terminate the Agreement immediately.
 - c. If Client materially breaches this Agreement or violates any provision of applicable Federal, State or local laws or ordinances, or fails to provide a safe and satisfactory environment for LWS interpreters assigned to Client, including the proper supervision, control and safeguard of its premises, processes, or systems, LWS may terminate the Agreement immediately.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.01 Compliance with Laws. Client shall comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder. Client shall further, at its own expense, conform to the equal employment opportunity requirements promulgated by any governmental authority. Client further agrees to provide a safe and satisfactory environment for LWS interpreters assigned to Client including the proper supervision, control and safeguard of its premises, processes, or systems.



- 5.02 Right to Inspect. LWS reserves the right to inspect and enter Client's property, including but not limited to Client's policies, procedures, handbooks, and premises, with or without prior notice, at any time when any LWS interpreter is on-site, for the purposes of quality control and security monitoring of services provided.
- 5.03 Entire Agreement / Amendment. This Agreement, plus exhibits and in conjunction with applicable LWS Terms, Conditions and Privacy Policies, constitutes the entire understanding and agreement between the parties as to those matters contained in it and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to the subject matter thereof. All prior representations and agreements, whether written or verbal, are hereby considered null and void. Any changes in or additions to this Agreement shall only be enforceable if expressly recognized in writing and signed by all parties. Any inconsistency between the Agreement and its exhibits will be resolved in favor of the terms contained in these documents.
- Attorneys' Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, including but not limited to, reasonable costs and attorneys' fees, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorney's fees and costs.
- 5.05 Severability. In the event any portion of this Agreement is declared void or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.
- 5.06 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition.

 To be effective, a waiver must be in writing, signed and dated by the parties.
- 5.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5.08 Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 5.09 No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer clients to any other party.
- 5.10 Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by email (with confirmation receipt), facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party.



If to LWS:

Contact Name &/or Title: Contract Administration

Mailing Address: 2860 Gold Tailings Ct, Rancho Cordova, CA 95670

Email: info@languageworld.com

Phone: 916.333.5247

If to Client:

Contact Name &/or Title: Beth Madison, Director of Special Education

Mailing Address: 7350 Bulldog Way, Palermo, CA 95968

Email: emadison@palermoK8.org

Phone: 530-552-1624

Billing Contact: Ruthie Anaya, Assistant Superintendent of Business

Billing Phone: 530-533-4842 ext 6006

Billing Address & Email: ranaya@palermoK8.org

- 5.11 Confidentiality. Both parties shall protect the confidentiality of each other's records and information and, in particular, the information and records of patients receiving medical care and/or treatment from unauthorized disclosure in accordance with state and federal patient confidentiality laws and regulations. Both parties agree that they shall not disclose such confidential information without the prior written consent of the other party. The identity, telephone number, address, skills, qualifications, preferences and work history of LWS Employees and Candidates constitute trade secrets of LWS.
- 5.12 Health Insurance Portability and Accountability Act (HIPAA) & Family Educational Rights and Privacy Act (FERPA). LWS understands that in connection with the performance of its services, LWS interpreters may receive, create maintain, use or disclose Protected Health Information ("PHI"), as defined in 45 C.F.R. 164.501 or Personally Identifiable Information (PII) as related to students and as defined in 20 U.S.C. § 1232g; 34 CFR Part 99. LWS understands and agrees to appropriately safeguard all individually identifiable health and student information protected under California and federal law and shall comply with the following conditions and covenants:
 - a. LWS is permitted to receive, create, maintain, use or disclose PHI/Student PII in connection with the performance of its services to Client.
 - b. LWS will not use or further disclose PHI/Student PII other than as permitted under this Agreement or as permitted by law;
 - LWS will use appropriate safeguards and comply with its obligations with respect to electronic PHI/Student PII to prevent use or disclosure of the information other than as permitted by this Agreement;
 - d. LWS agrees to report to Client any use or disclosure of information not permitted by this Agreement of which it becomes aware, including breaches of unsecured PHI/Student PII;
 - e. LWS agrees to make available PHI/Student PII for inspection or disclosure as required by federal regulations;



- f. LWS prohibits retaliation against individuals who assert rights under the HIPAA/FERPA privacy regulations and will take any and all disciplinary action, up to and including termination, of any employee who fails to comply with applicable HIPAA/FERPA regulations;
- g. LWS further agrees to cooperate with complaint investigations and compliance reviews.

Pursuant to Article 4, Client may terminate this Agreement if it determines that LWS has violated a material term of this Article.

- 5.13 LWS understands that Client may request to hire an interpreter. Client understands that LWS has expended significant time, resources, and effort recruiting and evaluating qualified interpreters. So, the parties agree that in the event Client requests to hire an interpreter, the Client must comply with the following:
 - a. Client agrees to only consider interpreters who have worked for LWS for a minimum period of twelve (12) months;
 - b. Client shall provide LWS written notice, at least 30 days in advance, of Client's intent to offer employment to the interpreter as Client's employee; and
 - c. Client shall pay LWS a placement fee equal to 20% of a placed interpreter's estimated total first year's compensation, including guaranteed bonuses for each interpreter Client wishes to hire.

Client hereby agrees that any attempt to hire LWS's interpreters, and any hire of LWS's interpreters, without following the provisions of this paragraph, shall constitute a material breach of this Agreement, and shall excuse LWS from any obligation to perform under this Agreement. In addition to any other remedies that may otherwise be available, Client shall pay liquidated damages to LWS for the material breach in the amount of Eight Thousand Dollars (\$8,000) plus placement fee as defined in 5.13c. The liquidated damage amount is a good faith reasonable estimation of LWS' actual, resulting damages, including lost income and investment for recruiting, screening, testing, training, and development of interpreters by LWS to prepare them for dispatch and service. The parties acknowledge and agree that the liquidated damage is not a penalty and shall not be construed or otherwise considered a penalty.

5.14 Execution. By their signatures below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed by their authorized agents.

Language World Services, Inc.	Client: Palermo Union Elementary School District
A California Corporation	
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

the Choose Well Program

May 30, 2025

Memorandum of Understanding between Palermo Middle School and The Choose Well Program with Mister Brown as the speaker for the 2025/2026 school year. Together, we agree to the following services, mutual promises, and agreements contained within this agreement.

Scope of Work:

All materials, consulting, visits, and programming for students are based on The Choose Well Program message, "When you make better choices you will live a better life." The message empowers participants to thrive in their school, home, and community by building a positive school culture. The Choose Well Program is a supplement to any Social and Emotional Learning, Positive Behavioral Interventions and Supports, and character education standards that the school site uses already. The material is also customized to the school site based on the school's culture and the school's needs.

The Choose Well Program shall provide the following services:

- Visits and meetings with schools and students focus on The Choose Well Program message, "When you make better choices you will live a better life." The Choose Well Program supplements any Social & Emotional Learning (SEL), Positive Behavioral Interventions and Supports (PBIS), and other character education standards the school uses. The material can also be customized to the school site based on the culture and needs of the school. Character development topics such as self-awareness, self-management, social awareness, relationship skills, & responsible decision-making are also a part of the message.
 - Two school-day visits from Mister Brown includes:
 - **■** Interactive grade-level assemblies
 - Personalized small group time or classroom visits from Mister Brown
 - Mister Brown interacting with students at recess and lunch

One school-day visit means Mister Brown is on campus for the entire school day. Assemblies are usually in the morning and can be broken up into smaller groups to account for grade levels. Mister Brown visits students at recess and lunch, with small groups or classroom visits in the afternoon. Assemblies are for Mister Brown to deliver the message and small groups or classroom visits are for follow-up and Q&A with Mister Brown. The whole day is customized for a school's culture and needs.

■ \$5,500 each visit

Cancellation

Fees are non-refundable. The sponsor will be given one year to host a rescheduled event. Non-refundable travel expenses will be invoiced to the sponsor.

Payment

An invoice in the amount of **\$11,000.00** will be submitted to the school. Please make a check payable to **The Choose Well Group**.

The Choose Well Program

Powered by The Choose Well Group Mister Brown P.O. Box 492431, Redding, CA 96049 hello@thechoosewellgroup.com

Palermo Middle School

7350 Bulldog Way Palermo, CA 95968

Printed Name:		
Title:	Date:	
Signature:		



Memorandum of Understanding (MOU)

between

Palermo School District and The Transformative Reading Teacher Group

Project: Palermo Transformational Literacy Leadership Project

Start Date: August 20, 2025

Budget: \$119,000

Purpose

This Memorandum of Understanding (MOU) outlines the terms of collaboration between Palermo School District and The Transformative Reading Teacher Group (TRTG). The purpose of this partnership is to build literacy leadership capacity across schools so that all students achieve stronger literacy outcomes.

During the 2025–26 school year, this work will include individualized coaching for leaders and literacy leadership teams, as well as a leadership book study, with the goal of transforming schoolwide literacy practices.

Budget Allocation

1. Literacy Leadership Coaching & Mentorship Package - \$9,200

This package includes individual leadership coaching, advanced coaching and study (e.g., book study), and participation in the TRTG Leadership Mentorship Series.

- Virtual Coaching:

32 hours of virtual coaching, scheduled flexibly between September 2025 and June 2026.

• Either 16 two-hour sessions OR 32 one-hour sessions.

Total: **\$8,000**

- National Mentorship Group Memberships:

Eight (8) memberships to TRTG's weekly national mentorship group, running live each Wednesday from September through May.

Led by Dr. Nell Thompson, Dr. Terrie Noland, and Theresa Owens.



Total: \$1,200

2. Literacy Leadership & Educator On-Site Coaching and Consultation - \$81,000

This component is designed to support leaders and educators in building evidence-based literacy systems, deepening educator knowledge, and strengthening leadership practices.

- TRTG and Coach Theresa Owens will provide on-site leadership and literacy coaching.
- Six (6) visits to three (3) Palermo schools (18 total on-site coaching and consulting days).

Total: **\$81,000**

3. Transformational Literacy Leadership Course – \$28,800

This course equips principals and school leadership teams with the content and tools needed for literacy transformation.

- 36 hours of coursework (minimum of four days in-person).
- Six (6) on-site training visits in one-day units.

Total: \$28,800

Budget Summary

- Literacy Leadership Coaching & Mentorship Package: \$9,200
- Literacy Leadership & Educator On-Site Coaching and Consultation: \$81,000
- Transformational Literacy Leadership Course: \$28,800

TOTAL: \$119,000

Cost Schedule

\$5,000 per day – Professional learning (standalone day)

\$4,800 per day – Professional learning (when added to coaching/consulting days)

\$4,500 per day – On-site coaching and consulting (two-day units)

\$275 per hour – for additional virtual support/coaching

\$2,000 – Virtual half-day training

\$3,000 – Virtual full-day training

Duration

The Palermo Transformational Literacy Leadership Project will run from **August 2025 through June 2026**.



Roles and Responsibilities

Palermo School District agrees to:

- Identify district and school leaders, literacy leadership teams, and educators who will participate in the project.
- Provide scheduling support and ensure participants are available for coaching sessions, on-site visits, and coursework.
- Supply necessary facilities and technology for on-site coaching and training.
- Support implementation of evidence-based literacy practices as guided by TRTG coaching and coursework.
- Provide timely payment of invoices according to the agreed cost schedule.

The Transformative Reading Teacher Group (TRTG) agrees to:

- Deliver all coaching, mentorship, and coursework as outlined in this agreement.
- Provide experienced coaches and mentors, including Theresa Owens for on-site coaching and professional learning and additional mentorship through Dr. Nell Thompson and Dr. Terrie Noland on the virtual literacy leadership mentorship series.
- Supply instructional materials and resources for the Transformational Literacy Leadership Course.
- Maintain communication with Palermo School District leadership to coordinate scheduling, feedback, and project adjustments as needed.
- Monitor progress and provide updates on implementation and outcomes throughout the project period.

Contact Information

Palermo School District

Primary Contact: Gary Rogers, Superintendent – grogers@palermok8.org

Payments Contact: Linda Davis, Accounts Payable – ldavis@palermok8.org

Mailing Address: 7390 Bulldog Way, Palermo, CA 95968

Phone: (530) 533-4842

The Transformative Reading Teacher Group (TRTG)

Contact: Danielle M. Thompson, PhD, CCC-SLP – Lead Consultant and President



Mailing Address: 348 Stafford Ave, Bozeman, MT 59/18
Phone: (406) 548-1963
Email: DrNell@TheTransformativeReadingTeacher.com
Billing Contact and Email: Vetta Simeonidis, Vetta@TheTransformativeReadingTeacher.com
Signatures
By signing below, both parties agree to the terms and conditions outlined in this Memorandum of Understanding.
Representative of Palermo School District Name: Title: Signature: Date:
Danielle M. Thompson

President, The Transformative Reading Teacher Group

Signature: ______
Date: _____



Proposal:

Developer Fee Justification Study

Prepared for:

Palermo Union Elementary School District

Attention:

Gary Rogers

Superintendent grogers@palermok8.org 530-533-4842

Primary Contact:

Jamie King-Iseman

President jamie@kinginc.com 916-706-3538



Purpose and Scope of Services

The District should prepare a Developer Fee Justification Study to demonstrate they meet pertinent requirements of State law regarding the collection of developer fees for both residential and commercial construction.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development, currently \$5.17 per square foot of residential construction and \$0.84 for commercial/industrial construction (Level I Fees). Government Code 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

King Consulting will prepare a Developer Fee Justification Study in order to justify the collection of the 2024 statutory developer fees for both the residential and commercial/industrial developments within the District. These fees are authorized by Education Code 17620.

The study will be documented to provide the District with justification to levy statutory developer fees. The study will:

- Identify the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees, and
- Explain the relationship between the fees and the developments on which those fees are to be charged.

The following components outline King Consulting's work for the preparation of the Developer Fee Justification Study.



Developer Fee Justification Scope of Services

BACKGROUND RESEARCH

RESIDENTIAL AND COMMERCIAL DEVELOPMENT

A key component of the Developer Fee Justification Study is assessing the impact of both residential and commercial development. King Consulting will research residential and commercial development projected to occur with District boundaries by:

- Reviewing general plans and specific plans for jurisdictions served by the District;
- Contacting all appropriate city planning departments and county agencies to review all proposed, tentative, and final tract maps;
- Researching other data which may impact the District by generating new students.

This task allows King Consulting to estimate future residential units by housing category (multi-family, single-family detached, single-family attached, and commercial development) that can be constructed within the District.

STUDENT GENERATION RATES

King Consulting will prepare District-specific Student Generation Rates (SGR's) by housing category (i.e. single-family detached, single-family attached, multi-family, or affordable). SGR's will be calculated by cross-referencing current student enrollment for the District to residential data provided by the District and the County Assessor. Utilizing the information gathered regarding anticipated Residential and Commercial development, King Consulting will project future students from new residential development to assist in calculating the impact to District facilities.

FACILITY CAPACITY ASSESSMENT

King Consulting will review the District's School Facility Capacity as reported on the State Allocation Board Form 50-02 to determine the District's ability to house current and future students at each school level. The SAB 50-02 will be updated with facilities that have been added to the District since establishing School Facility Program eligibility.

If the SAB 50-02 is unavailable, King Consulting will prepare a School Facility Inventory based on Current classrooms and District loading standards.



DETERMINATION OF SCHOOL FACILITY NEEDS AND METHODOLOGY

ENROLLMENT PROJECTIONS

To develop the nexus between the current capacity of the District and the future need to house students, King Consulting will prepare an enrollment projection using historical enrollments, student generation rates prepared as part of this analysis, current and planned residential and commercial development, birth trends, and student migration.

FACILITY CAPACITY COMPARED TO ENROLLMENT PROJECTIONS

King Consulting will compare the District's facility capacity to current enrollments to calculate the number of seats available to house students generated from future residential units. This comparison will be provided by school level.

FUTURE FACILITY NEEDS AND SCHOOL FACILITIES IMPACT

King Consulting will calculate the number and type of school facilities that will need to be expanded and/or modernized by the District to effectively house all students at build-out. In addition, King Consulting will review and analyze District-specific construction costs to estimate the full school facilities impact per square foot of residential and commercial construction.

STUDY PREPARATION AND ASSISTANCE WITH ADOPTION OF THE STUDY AND IMPLEMENTATION FEE

King Consulting will prepare one study draft and will provide additional drafts as needed. King Consulting will provide a final study in PDF format. Bound copies can be provided upon request. King Consulting will provide sample Board resolutions and public notices and will review adoption documents and critical timelines with District staff.

King Consulting will provide ongoing services through fee implementation as needed while the fee is in place. These services include:

- Responding to public comments;
- Ongoing services related to the fee collection (i.e. questions that arise from the community and developers as fees are paid throughout the year).

REQUIRED DATA

In order to complete the analysis, we need the District to provide the following items:

- Current year student database, with selected fields;
- Mitigated residential units;
- Most recent SAB eligibility forms (SAB 50-01, -02, -03);
- School facility construction costs based on recent projects.

If data availability is limited, we may also require:

- Site maps with room uses to prepare facility capacity;
- Developer Fee records, with address, square footage, and type of housing unit.



Consulting Fees

For the services outlined, the Client shall pay King Consulting a total fee of \$6150.00 upon completion of the study document.

The fees shall cover all normal business expenses incurred on behalf of the District. Necessary visitations to the District by King Consulting will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval by the District.

The District shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by King Consulting on behalf of the District. The District shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports.

The terms of this agreement shall remain in force unless mutually amended.

ADDITIONAL CONSIDER TATIONS

King Consulting shall be reimbursed as follows:

- Work Completed above and beyond the hours specified in this contract shall be billed at \$205.00 per hour;
- Mileage for all meetings shall be reimbursed to King Consulting at the IRS standard mileage rate;
- Application filing fees and other State-required fees are the responsibility of the District;
- Express Mail expenses will be documented and reimbursed to King Consulting;
- Reproduction of documents shall be the responsibility of the District. King Consulting will provide duplicating costs at an actual cost basis.

VALIDITY PERIOD

The quoted price and services outlined in this contract are valid for a period of 60 days from the date of issuance. Any acceptance of this proposal beyond the specified validity period may result in a reevaluation of the pricing and services offered. Both parties acknowledge and agree that any changes to the scope of work, market conditions, or other relevant factors may necessitate adjustments to the terms outlined herein after the expiration of the 60-day validity period.



Signatures

This Agreement is between the Palermo Union Elementary School District and King Consulting.

Gary Rogers	Jamie King-Iseman	
Superintendent	President	
Palermo Union Elementary School District	King Consulting	
	06/27/2025	
Date	Date	

