



BOARD MEETING AGENDA

June 30, 2021

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

5:00 p.m.

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

<https://us02web.zoom.us/j/88244334692?pwd=WWlkWjJBZEM4ZlNQQW5KU3NmOTNKdz09>
Meeting ID: 882 4433 4692 Passcode: GIUCqx
Dial by your location +1 408 638 0968 US (San Jose) +1 669 900 6833 US (San Jose)
Meeting ID: 882 4433 4692 Passcode: 468030

Superintendent
Kathleen Andoe-Nolind

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

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

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

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

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

[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. **Tell Me Something Good:**

The Palermo FFA Chapter held its first awards ceremony on Wednesday, June 9th. The event was attended by many FFA members and their families, board members, administrators, teachers and other friends of the FFA. Students were recognized for their achievements and new officers were installed. The officers did an outstanding job of conducting the meeting! Job well done to Mrs. Early and the Palermo FFA Chapter.

6. **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.

7. **Audience with the Board.**

Agenda Items:

This is the time the Board President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand and repeat your name for the record, and make your presentation [five (5) minute time limit per person].

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.

Reports

a. Events Calendar.

REFERENCE #1

b. Williams Quarterly Report – January, February, March 2021

REFERENCE #2

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. Annual update on LCAP/LCP.
- b. It is recommended that the 2020/2021 Local Control and Accountability Plan (LCAP) be approved.

Note: Copy of LCAP is available at District Office or website for public review.

ACTION____MOTION____SECOND____ VOTE

- c. It is recommended that the 2020/2021 Palermo Union School District Budget be approved.

Note: Copy of Budget is available at District Office or website for public review.

ACTION____MOTION____SECOND____ VOTE_____

- d. It is recommended the Butte County Air Quality Management District grant contract to award \$32,125.44 to purchase an Electric Bus Charging Station be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #3

- e. It is recommended the Superintendent's request to carry over 177 vacation hours to the 2021-2022 school year be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #4

- f. It is recommended Board Resolution 21-04, Education Code 44256(b), Departmentalized Classroom Assignment, be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #5

- g. It is recommended Board Resolution 21-05, Education Code 44258.3, Departmentalized Classroom Assignment, be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #6

- H. It is recommended that Board Resolution #21-06 Child Development Services Project, Contract #CCTR-1021-00 for 2021-2022 be approved.

ACTION____MOTION____SECOND____ VOTE_____

REFERENCE #7

- h. California School Employees Association, Bargaining Unit 366. (Comments from CSEA, if any, to the Governing Board.)

- i. Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA). (Comments from PTA, if any, to the Governing Board.)

- 11. **Board Policies and Administrative Regulations.**
- 12. **Correspondence.**
- 13. **Superintendent's Reports.**
- 14. **Board Items.**

- Discuss canceling the July 14, 2021 board meeting.

CLOSED SESSION (Time_____)

- 1. Closed session regarding matters of personnel/employment/ all in accordance with Government Code Section 54957.
- 2. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent.

OPEN SESSION (Time_____)

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

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

Certificated:

- a. Joshua Berry, certificated teacher, 4-5 independent study, column I, step 2, Golden Hills, effective August 9, 2021

Child Development Program:

- b. Sandra Banuelos, instructional aide child development, class 4, step 3, 3.75 hrs, 10mo extended, Helen Wilcox, effective August 9, 2021
- c. Socorro Barron, ECD instruction aide, class 6, step 3, 5 hour, 12 month, Honcut Toddler, effective July 1, 2021

ACTION____MOTION____SECOND____ VOTE_____

ADJOURNMENT (Time_____)

EVENTS CALENDAR

June 30, 2021	Regular Board Meeting	5:00pm
July 5, 2021	4 th of July Holiday	<i>No students, teachers or staff</i>
July 14, 2021	Regular Board Meeting	5:00pm
July 28, 2021	Regular Board Meeting	5:00pm
August 10, 2021	Back To School Nights	<i>All sites</i>
August 11, 2021	First Day of School	
August 11, 2021	Regular Board Meeting	5:00pm
August 25, 2021	Regular Board Meeting	5:00pm
September 6, 2021	Labor Day	<i>No students, teachers or staff</i>
September 8, 2021	Regular Board Meeting	5:00pm
September 10, 2021	Grandparents Day	<i>Helen Wilcox, Golden Hills</i>
September 22, 2021	Regular Board Meeting	5:00pm
October 4 – 8, 2021	Intersession	<i>No students, teachers or 10 mo employees</i>
October 13, 2021	Regular Board Meeting	5:00pm
October 27, 2021	Regular Board Meeting	5:00pm
November 10, 2021	Regular Board Meeting	5:00pm
November 11, 2021	Veteran's Day	<i>No students, teachers or staff</i>
November 12, 2021	Intersession Day	<i>No students, teachers or 10 mo employees</i>
November 22 - 24, 2021	Thanksgiving Break	<i>No students, teachers Or 10 mo employees</i>
November 25 - 26, 2021	Thanksgiving Holidays	<i>No students, teachers or staff</i>
December 8, 2021	Regular Board Meeting	5:00pm
December 20 – 31, 2021	Christmas Break	<i>No students, teachers or 10 mo employees</i>
December 23 – 24, 2021	Christmas Holidays	<i>No students, teachers or staff</i>
December 30 – 31, 2021	New Year's Holidays	<i>No students, teachers or staff</i>

Revised: 06/24/2021 cc: D. Dudley; C. Wiemers; M. Tello; L. Davis; R. Anaya; K. Ray

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Palermo Union School District

Person completing this form: Cindy Daniluke Title: Executive Assistant

Quarterly Report Submission Date:

April
(<i>check one</i>) July
October
January

Date for information to be reported publicly at governing board meeting:

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.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM CONTRACT

This Grant Contract (Contract) is between the Butte County Air Quality Management District (District), a public agency of the State of California, and Palermo Unified School District (Program Participant).

1.0 Recitals

- 1.1 The District is in nonattainment of the State air quality standards for ozone and particulate matter (PM) and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 On November 17, 2005, the District Governing Board approved Resolution No. A 2005-49 authorizing the District's participation in the California Air Resources Board's (ARB) Carl Moyer Program which is a Heavy-Duty Low-Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this Contract.
- 1.3 On November 17, 2005, the District Governing Board approved Resolution No. B 2005-50 authorizing the Air Pollution Control Officer (APCO) to execute contracts and agreements and make minor modifications to the Program for the purpose of maintaining consistency with the State Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.4 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles (DMV) Surcharges, expanding the Program to include light-duty vehicles, fleet modernization, and agricultural assistance projects.
- 1.5 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.6 The Program Participant wishes to participate in the Program by purchasing and operating the equipment described in this Contract and represents that the purchase is not required by any local, State, and/or federal rule, regulation, memorandum, or other legally binding agreement.
- 1.7 The Program Participant has read and agreed to all requirements of the Program application and guidelines which are hereby incorporated into this Contract.
- 1.8 This Contract is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of nitrogen oxides (NOx), PM, reactive organic gases, toxic air contaminants, and oxides of carbon within Butte County, as required by this grant.
- 1.9 This Contract was approved for use by the Governing Board of the Butte County Air Quality Management District on November 17, 2005 by Resolution No. A 2005-49 and most recently amended on June 27, 2019 by Resolution 2019-16.

2.0 Terms and Conditions

2.1 Definitions

- 2.1.1 "Applicable Emission Standards" are defined as the emission standards for NO_x, PM, hydrocarbons, and carbon monoxide established by ARB or the United States Environmental Protection Agency (EPA) for a Model Year vehicle or engine.
- 2.1.2 "Agricultural Water Pump" is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 "Certified" is defined as a motor vehicle or engine that is certified by ARB or EPA to an emission standard or standards.
- 2.1.4 "Commitment of Funds" are funds considered committed to a project when a specific Carl Moyer Program project eligible for those funds has been approved by the District Governing Board or by the APCO or other delegated authority.
- 2.1.5 "Expend" is the payment of Carl Moyer Program funds on a project invoice for an eligible Carl Moyer Program project for the purposes of meeting the requirements of HSC §44287(k).
- 2.1.6 "Experimental Permit" is defined as an Executive Order issued by ARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
- 2.1.7 "Fully Executed Contract" is a legally binding Carl Moyer Program Contract signed by the APCO or other designated representative and the project vehicle, engine, or equipment owner or their legal representative.
- 2.1.8 "Liquidate Funds" are funds for which the District has paid a Program Participant for a valid and eligible project invoice. A Contract is considered liquidated only when a check or checks for the full Contract amount (or all invoices associated with the project) have been fully paid.
- 2.1.9 "Motor Vehicle" is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.10 "Off-Road Equipment" is defined as a self-propelled or portable device not intended for operation on a highway and is powered by an engine certified to off-road or non-road emission standards.
- 2.1.11 "Replacement" is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.12 "Repower" is defined as the process in which an old engine is replaced with a new engine.
- 2.1.13 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.
- 2.1.14 "Tier 4" is defined as the emission certification of an off-road compression ignition engine to the Tier 4 Final emission standards as described in §2423(b)(1) of the California Code of Regulations.
- 2.1.15 "Verified" is defined as a device, fuel, or system that is verified by ARB or EPA to reduce emissions from a mobile source by a verified amount.

2.2 Program Participant Obligations – the Program Participant will:

- 2.2.1 Purchase and operate the equipment described in Exhibit A by **June 30, 2022**. The Program Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Program Participant's reasonable control.
- 2.2.2 Ensure that a functioning hour meter or odometer as applicable is installed on the equipment described in Exhibit A for the life of the project.
- 2.2.3 Operate the equipment described in Exhibit A in Butte County during the term of this Contract in accordance with the requirements in Exhibit B. In addition to meeting the operating requirements established in Exhibit B, 51% of the vehicle's total operation must occur within California. Agricultural water pumps are required to operate 100% within Butte County.
- 2.2.4 Maintain the minimum level of required insurance described in Exhibit C during the term of this Contract, and ensure that the District is named as an additional insured and loss payee under the policy.
- 2.2.5 Comply with applicable Airborne Toxic Control Measures and District Rules as determined by the APCO.

2.3 Payment

- 2.3.1 The District will remit to the Program Participant up to \$32,125.44 towards the cost of the equipment identified in Exhibit A. The maximum Contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum Contract amount exceed the project incremental cost. The maximum Contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines, the District's Policies and Procedures, and the Community Air Protection (CAP) Supplement to the Carl Moyer Program.
- 2.3.2 If any portion of the equipment purchase requires financing, the Program Participant shall provide the financing terms to the District for review and approval before signing this agreement. No rented or lease type financing is permissible, only conventional financing will be allowed. A minimum of the full Contract amount shall be used to pay down any financing within 30 days of receiving payment from the District. Proof of payment is due to the District within 45 days of receiving payment from the District. It is recognized by the District and the Grantee that the District will place a lien on the equipment as outlined in section 2.6.5.

The Program Participant has indicated that they will purchase the equipment described in Exhibit A in the following manner:

- Purchase in full with no financing
- Use of short-term financing (PO account, net 30 terms, etc.)
- Use of long-term financing (beyond 30 days)

If the Participant is using commercial or other loans to purchase the equipment, the Participant authorizes the financing entity to release any and all financial information to BCAQMD regarding the Participant's payment status at any time during the term of this Agreement. Furthermore, the Participant agrees to hold the releasing parties immune from liability for the release of the information to the BCAQMD.

- 2.3.3 Any payments made under this Contract are subject to the provisions and limitations of the HSC. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the HSC or any other local, State, or federal law. The Program Participant shall reimburse the District for any payments that are later found to be in contravention of the HSC or any other local, State, or federal law.

- 2.3.4 No payments shall be issued under this Contract prior to final inspection of the project by District personnel.
 - 2.3.5 Payment of compensation shall be issued by the District to the Program Participant within sixty (60) days after receipt by the District of a statement of charges and completion of final inspection. Such statement shall be checked and approved by a person or persons designated by the District.
 - 2.3.6 Payments made under this Contract are subject to taxation and an IRS Form 1099 will be issued to the Program Participant. Funds may be withheld by the District as required by law for payment of tax liabilities and/or other court-ordered payments.
 - 2.3.7 The District shall pay the lower of the Contract amount in Section 2.3.1 or the maximum funding amount as determined by cost effectiveness limits and the District's Policies and Procedures.
- 2.4 General Program Requirements
- 2.4.1 The Program Participant warrants that the vehicle, equipment and/or engine covered under this Contract meets all the eligibility requirements described in the Carl Moyer Program application, Carl Moyer Program Guidelines, and the Community Air Protection Supplement to the Carl Moyer Program. The Program Participant further agrees to operate the vehicle, equipment and/or engine in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.
 - 2.4.2 An applicant must disclose the value of any public incentive or grant received or applied for that directly reduces the project cost for the equipment listed in Exhibit A of this contract except for tax credits and tax deductions. Such incentive funds may include but are not limited to other Carl Moyer Program funds and local, State and Federal funds. If the District discovers that the Program Participant has applied for or received undisclosed public incentive funds, the District may terminate this Contract and require that any funds paid under this Contract be returned to the District. An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information as required by this Contract may be disqualified from funding for that project from all sources within the control of an air district or ARB. The District or ARB may also seek civil penalties for such non-disclosure.
 - 2.4.3 The Program Participant agrees to operate the vehicle, equipment and/or engine described in Exhibit A within the manufacturers' specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Program Participant make any modifications to or tamper with the vehicle, equipment and/or engine emission control system(s), or any recording devices on the vehicle, equipment and/or engine prohibited under ARB and EPA regulations. The Program Participant also agrees to operate the vehicle, equipment and/or engine in compliance with all local, State, and federal rules, laws, and regulations. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the vehicle, equipment and/or engine manufacturer.
 - 2.4.4 The Program Participant certifies that their fleet, vehicle, equipment and/or engine is in compliance with all applicable federal, State, and local air quality rules and regulations at time of execution. The Program Participant agrees to maintain compliance with all applicable rules and regulations for full Contract term as specific in Section 2.9.1.
- 2.5 Infrastructure Requirements – This Contract is or is not subject to the following requirements:
- 2.5.1 Zero-emission infrastructure projects at schools are eligible for up to 100% of the project cost, or up to the amount specified in Section 2.3.1 of this Agreement, whichever is less. Eligible project costs include design and engineering, equipment and installation directly related to construction of the charging station, and meters / data loggers.

- 2.5.2 The installed electric vehicle charging infrastructure must remain in operating condition throughout the contract term.
- 2.5.3 If electric vehicle charging infrastructure becomes non-functional, the Program Participant has 15 business days to report the problem to the District and begin working with the District to ensure that infrastructure equipment is promptly returned to service.
- 2.5.4 If during the contract term the energy meter fails for any reason, the energy meter must be repaired or replaced as soon as possible.
- 2.5.5 The Program Participant must obtain all required permits from public agencies and utilities needed to install and operate the electric vehicle charging station.
- 2.6 New Low-Emission Equipment Purchase – This Contract is or is not subject to the following requirements:
- 2.6.1 New low-emission equipment must be certified by ARB to a NOx emission level below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from ARB are also eligible for funding under the Program.
- 2.6.2 The low-emission vehicle or engine technology funded under Section 2.6.1 must achieve at least a 30% reduction in NOx emissions as compared to the applicable baseline emission standards for the specific Model Year and power rating.
- 2.6.3 The low-emission vehicle or engine technology funded under Section 2.6.1 must not be certified to PM, hydrocarbons, and/or carbon monoxide levels above the applicable baseline emission standards for the specific Model Year and power rating.
- 2.6.4 The District must confirm through inspection or documentation any items identified in the current Carl Moyer Program Guidelines and the District's Policies and Procedures Manual. These items include, but are not limited to:
- (i) Installation of a digital odometer/hour meter on replacement equipment;
 - (ii) Equipment finance, warranty, and purchase documents for replacement equipment;
 - (iii) Destruction of existing engine and equipment in a manner acceptable to the District; and
 - (iv) Title and registration records for on-road vehicle projects.
- 2.6.5 The Program Participant agrees to the following motor vehicle title and or lien requirements:
- (i) If the vehicle type is issued a title by the Department of Motor Vehicles (DMV), the Program Participant will provide a copy of the replacement vehicle's title to the District. If the vehicle is not financed, the District shall be named as a lien holder for the vehicle. If the vehicle type is not issued a title by the DMV, a Uniform Commercial Code (UCC) filing will be required.
 - (ii) The Program Participant must be the legal owner of the replacement vehicle through the length of this Contract.
 - (iii) If the replacement vehicle is financed, and the loan is repaid before the termination of this Contract, the Program Participant must add the District as lien holder and ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.9.1.
 - (iv) If the replacement vehicle is repossessed by the finance company, the Program Participant must reimburse the District in accordance with the termination formula in Section 2.7.
 - (v) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.7 Upon termination of this Contract, if the vehicle/engine fails to fulfill the minimum required operation, the Program Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

- A = $I * [(O * L) - C] / (O * L)$
- A = Amount Owed to the District
- I = Total Incentive Award
- O = Annual Operational Requirement (miles, hours or gallons)
- L = Length of the Contract in Years
- C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Program Participant as outlined in Section 2.9.11. Additionally, the APCO may grant a waiver to the Program Participant for a defined time period if the Program Participant demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the Program Participant's control. Waivers must be granted in accordance with Section BB(4)(D) of the 2017 Carl Moyer Guidelines.

2.8 The parties acknowledge that this Contract will be funded by incentive fund revenues being transferred to the District; however, the District may terminate this Contract if it does not receive all or a portion of the revenues, or funds are not specifically appropriated for this Contract in the District's final budget prior to the expiration of the Contract and any Contract extensions. If the District terminates this Contract under this paragraph, it will serve notice of the action on the Program Participant within ten (10) working days.

2.9 General Requirements

2.9.1 This Contract shall begin upon execution by all parties and terminate on **June 30, 2025**. No work including any related purchases may begin on this project until this Contract is executed by all parties. For this Contract, the timeframe indicated by the execution of this Contract and the aforementioned termination date shall serve as the Contract term including both the project completion and project implementation/life periods. Under no circumstance may the liquidation date be extended beyond four (4) years from the original date of Contract execution.

During this time period, the Program Participant is required to operate the program funded vehicle, equipment and/or engine according to the terms of this Contract. By executing this Contract, the Program Participant agrees to operate the vehicle, equipment and/or engine according to the terms of this Contract and to cooperate with the District and ARB in implementation, monitoring, enforcement, or other efforts to assure the emission's benefits are real, quantifiable, surplus, and enforceable.

2.9.2 Except as specified in Section 2.9.2(ii), the receipt of funds and performance under this Contract prohibits application for any form of Emission Reduction Credit (ERC) for the life of the Contract term outlined in Section 2.9.1.

(i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and non-criteria pollutants, Application for ERCs, Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

(ii) For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) Public Utilities Commission (PUC)-approved discounted Agricultural Ignition Compression Engine (AG-ICE) electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Contract. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.

- 2.9.3 The District, ARB, or their designee may conduct an audit of the Program Participant's operations to verify that the Program Participant is complying with the Contract terms.
- (i) As a condition of accepting funds, the Program Participant agrees to designate ARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Contract.
 - (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Program Participant. The Program Participant agrees to provide the District and ARB with on-site access to the vehicle(s)/equipment described in Exhibit A.
- 2.9.4 The Program Participant shall defend, indemnify, and hold harmless the District, ARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Program Participant by this Contract or which are related in any way to the vehicle, equipment and/or engine, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle, equipment and/or engine by the Program Participant, for which financial assistance or other incentives are received from the District by the Program Participant.
- 2.9.5 **This Section 2.9.5 shall survive the termination of this Contract for three (3) years following the end date listed in Section 2.9.1.** The Program Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.9.1 and for three (3) years following the end date listed in Section 2.9.1. It is the responsibility of the Program Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Contract, including:

For On-Road Projects	For Infrastructure Projects
1. Copies of all driver log book entries for the preceding year	1. Qualitative description of public and private uses.
2. Miles traveled	2. Annual usage per charger (e.g., kilowatt-hour) and the number of plug-in events.
3. Fuel consumed	3. Any unscheduled downtime, including duration of downtime and causes of downtime.
4. Fuel cost	
5. Vehicle downtime	
6. Type and cost of maintenance performed	

- 2.9.6 The Program Participant shall maintain in force at all times during the term of this Contract and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Program Participant does not have the required certificate of insurance, or if the required insurance lapses, this Contract shall be terminated immediately.
- 2.9.7 No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties.
- 2.9.8 The Program Participant shall observe and comply with all applicable federal, State and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Carl Moyer Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the Contract term as specified in Section 2.9.1, projects must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance. This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Contract violates any applicable law or regulation, that provision will be stricken from the Contract, and all other provisions will remain in full force. Any action or proceeding arising out of this Contract shall be filed in a State court or federal court located in Butte County, California. 2.9.9 No performance rendered or payment due under this Contract may be delegated or assigned without the written consent of all the parties hereto. If the Program Participant assigns any of its rights or obligations under this Contract, all of the terms and

conditions of this Contract shall apply to the Program Participant's assignee.

- 2.9.10 The Program Participant will submit written documentation of performance towards the requirements outlined in Exhibit B to the District by March 31 of each year until termination of this Contract. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by District staff. The District may request additional performance documentation at its discretion.
- 2.9.11 This Contract may be terminated by the District upon 30-day notice if the Program Participant fails to meet any of the obligations established in this Contract or outlined in the Carl Moyer Program guidelines or the HSC. If the Contract is terminated, the Program Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Program Participant an opportunity to cure its failure to meet the Contract obligations. Additionally, the District and/or ARB may seek all available remedies for breaches of any Contract provisions, Carl Moyer Program requirements, or HSC.
- 2.9.12 The Program Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.9.13 The District has made no representations or guarantees to the Program Participant regarding the quality, condition, or proposed use of the low-emission vehicle and engine technology funded under this Contract or the effects of such technology on the normal operations of the Program Participant.
- 2.9.14 If any of the events listed in this paragraph occur, the Program Participant must notify the District within thirty (30) days of the date the Program Participant knows, or should have known, that the event has occurred or is likely to occur:
- (i) The Program Participant suffers a catastrophic loss; or
 - (ii) The Program Participant files for bankruptcy; or
 - (iii) Any other event has occurred or is likely to occur that could impair the Program Participant's ability to perform the conditions of this Contract.
- 2.9.15 This Contract will bind the successors of the District and Program Participant in the same manner as if they were expressly named.
- 2.9.16 During the performance of this Contract, the Program Participant shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Program Participant shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Program Participant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Program Participant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2.9.17 Correspondence between the District and Program Participant should be addressed to the following:

To District	To: Palermo Unified School District
Carl Moyer Staff, Butte County AQMD	Name: Carlos Aguilar
629 Entler Avenue, Suite 15	Address: 7390 Bulldog Way
Chico, CA 95928	City, State, Zip: Palermo, CA 95968
Phone: (530) 332-9400	Phone: 530-532-4251
FAX: (530) 332-9417	FAX: 530-532-4251
Email: air@bcaqmd.org	Email: caguilar@palermok8.org

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.9.18 This Contract consists of the following:

- (i) Program Participant Contract
- (ii) Exhibit A – Vehicle/Equipment Information Form
- (iii) Exhibit B – Performance Requirements
- (iv) Exhibit C – Insurance Requirements

DISCLOSURE STATEMENT: The undersigned representative of the Program Participant affirmatively states that neither they nor any other representative of the Program Participant will submit another application or sign another Contract for the same vehicle, equipment, and/or engine detailed in Exhibit A with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any Program Participant or Program Participant's designee who is found to have submitted multiple applications or signed multiple Contracts for the same vehicle, equipment, and/or engine shall, at a minimum, be disqualified from funding for that vehicle, equipment and/or engine from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the HSC and Business and Professions Code, ARB and the districts may levy fines and/or seek criminal charges.

The undersigned representative of the Program Participant has read and agrees to comply with all terms and conditions in this Contract and also affirmatively states that he or she has legal authority to bind the Program Participant to the terms and conditions of this Contract.

Approved by the Program Participant

Program Participant (Print Name) **Title:** _____

Program Participant (Signature) **Date:** _____

Approved by the Butte County Air Quality Management District

Approved to as form:

Aleah Ing **Date:** _____
Disbursement Authority

Approved by:

Stephen Ertle **Date:** _____
Air Pollution Control Officer

EXHIBIT A

Vehicle/Equipment Information Form

Vocation(s) (Please list all vehicle/equipment uses): School District

Equipment: Infrastructure

Project Type: New Infrastructure

Counties Equipment Currently Operates

Butte County: 100%	Other:
Main Location of Operation (include cross streets)	<u>7390 Bulldog Way Palermo, CA</u>

Infrastructure Information

Purchase and Installation of One (1) Level 2 BTC Power Model #L2W-70-240-16-001 Charging Station. Charging protocol: SAE J1772. Amps per charging station: 70A.

EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.7 of this Agreement

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours or miles)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/ <u>Mile</u>	Maximum Incentive Amount
N/A	N/A	N/A	N/A	N/A	N/A
Associated Electric Charging Infrastructure					\$32,125.44
Total					\$32,125.44

* The District will fill in information upon verification of project completion.

EXHIBIT C – INSURANCE REQUIREMENTS

INSURANCE

The PROGRAM PARTICIPANT agrees to maintain any and all insurance required for the term of this Contract. Limits of liability and coverage details are pursuant to the DISTRICT's insurance requirements specification.

The following insurance coverage is required:

- COMMERCIAL/GENERAL LIABILITY
- BUSINESS AUTOMOTIVE LIABILITY
- PUBLIC ENTITIES/SELF-INSURED STATUS
- PROFESSIONAL LIABILITY INSURANCE
- WORKERS COMPENSATION and EMPLOYERS LIABILITY

Before commencement of work, the PROGRAM PARTICIPANT shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and original endorsement(s) and insurance binder(s) affecting coverage required below. The certificates, endorsements, and binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

If the PROGRAM PARTICIPANT provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess the PROGRAM PARTICIPANT's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he/she finds that sufficient coverage will not be afforded to the DISTRICT. Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention or procure a bond guaranteeing payment of losses related investigations, claims administration and defense expenses.

During the term of the Contract, the PROGRAM PARTICIPANT shall, at its sole expense, obtain primary insurance and maintain in full force and affect the type and limits of liability requirements as follows:

- I. A. **COMMERCIAL/GENERAL LIABILITY:** Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Participants (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE COVERAGE: Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If the PROGRAM PARTICIPANT has no owned automobiles, then only hired and non-owned automobile coverage are required.

Liability Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage combined single limit.

Comprehensive, Uninsured Motorist and Collision coverage for the replacement value of the vehicle which received grant funding.

- B. **Public Entities/Self-Insured Status:** The PROGRAM PARTICIPANT shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of \$300,000 per occurrence.

- II. **Workers' Compensation and Employers' Liability:** The PROGRAM PARTICIPANT shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this Contract, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Employers' Liability statutory limits will apply. If the PROGRAM PARTICIPANT has no employees, no Workers' Compensation coverage is required. If the PROGRAM PARTICIPANT hires subcontractors to perform under this Contract, the PROGRAM PARTICIPANT shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.
- III. **Notice of Cancellation:** Although it is the ultimate responsibility of the PROGRAM PARTICIPANT to notify the DISTRICT of insurance policy cancellation or change, each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after the insuring agency endeavors to mail a 30-day prior written notice to the DISTRICT.
- IV. **Additional Insured and Loss Payee:** It is mandatory that all the above insurance policies (except Workers' Compensation) include the DISTRICT as additional insured with endorsement and loss payee. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the PROGRAM PARTICIPANT.
- V. In addition, it is understood and agreed that the following be made a part of this Contract.
- A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability.
- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Program Participant's Insurance is Primary:** The PROGRAM PARTICIPANT's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the PROGRAM PARTICIPANT's insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A: VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT's Risk Manager.

MEMORANDUM

To: Palermo Union School District Governing Board
From: Kathleen Nolind, Superintendent
Subject: Request to carry over unused vacation days
Date: June 30, 2021

Due to the COVID 19 pandemic, I have found it very difficult to utilize my vacation days during the current school year.

My current contract stipulates the following in regards to vacation time:

- The superintendent shall take vacation during the year in which it is earned, unless the Board gives written approval to carry over unused days.
- The superintendent may elect to receive compensation for any accrued, but unused, vacation days up to ten (10) days per fiscal year.
- In the event of the termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for unused accrued vacation up to a maximum of 34 days.

I am requesting the following:

- That I be given permission to carry over 177 vacation hours (22 days) for use in the 2021-2022 school year, however, I will use 96 (12 days) of those hours immediately during the month of July.

Tentative vacation schedule to use 22 vacation days carried over into the 2021-2022 school year:

- July 1-2, 6-9, 12-13, 15-16, 19, 23, 2021 (12 days)
- August 26-Sept 1, 2021 (5 days)
- October 4-8, 2021 (5 days)

Education Code 44256 (b)
 (Departmentalized Classroom Assignment)
 Resolution # 21-04

EC 44256(b) allows, by resolution of the governing board, the holder of a **Multiple Subject** or **Standard Elementary** Credential to teach any subject in **departmentalized classrooms below grade 9** if the teacher has completed **12** overall semester units or **6** upper division semester **units** of course work in the subject to be taught.

School District: Palermo Union School District School Year: 2021-2022

WHEREAS, the holder of a Multiple Subject or Standard Elementary credential is authorized to teach, by resolution of the governing board and with the consent of the teacher, any subject in a **departmentalized classroom below grade 9** if the teacher has completed twelve semester units of course work, or six semester units of upper division or graduate course work, in the subject to be taught.

WHEREAS, approval for authorization to be assigned to teach in a **departmentalized classroom below grade 9** under this education code assignment option must be granted by resolution of the governing board of the school district on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, that the following teachers are authorized to teach in a **departmentalized classroom below grade 9** in accordance with EC 44256 (b):

TEACHER	CREDENTIAL(S) HELD	SUBJECT to be TAUGHT	GRADE LEVEL	LOCATION
Fox, Melanie	Multiple Subject	Math	7 th	Palermo School
McCoy, Stefanie	Multiple Subject	Math	6 th	Palermo School
McCoy, Andrew	Multiple Subject	Science	6 th	Palermo School
Smock, Sara	Multiple Subject, Education Specialist	English, Math	7 th	Palermo School
Talmadge, Maya	Multiple Subject	History/Social Science, Math	6 th	Palermo School

PASSED AND ADOPTED by the Governing Board of the Palermo Union School District at its regular meeting held on the 30th day of June , 2021 , by the following vote:

AYES:	NOES:	ABSENT:

Signed and Approved by the following:

PRESIDENT:
CLERK:
TRUSTEE:
TRUSTEE:
TRUSTEE:

Rev. 1/03

Education Code 44258.3
 (Departmentalized Classroom Assignment)
 Resolution # 21-05

EC 44258.3 allows the holder of a **valid credential to teach departmentalized classes in grades K-12, irrespective of the designations on their credentials as long as the teacher’s competence is verified according to policies and procedures established with the language of the statute by the governing board and the appointed subject matter specialists.**

School District: Palermo Union School District School Year: 2021 - 2022

EC 44258.3 allows the holder of a **valid credential to teach departmentalized classes** in grades K-12, irrespective of the designations on their credentials, as long as the teacher's **competence is verified** according to policies and procedures established with the language of the statute by the governing board and the appointed subject matter specialists.

WHEREAS, approval for authorization to be assigned to teach in a **departmentalized classroom below grade 9** under this education code assignment option must be granted by resolution of the governing board of the school district on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, that the following teacher(s) are authorized to teach in a **departmentalized classroom below grade 9** in accordance with EC 44258.3:

TEACHER	CREDENTIAL(S) HELD	SUBJECT to be TAUGHT	GRADE LEVEL	LOCATION
Baker, Lisa	Multiple Subject	Physical Science	8 th	Palermo School
D’Arezzo, Ken	Multiple Subject	Physical Education	K-5	Golden Hills/Helen Wilcox
Coleman, Mark	Multiple Subject	Physical Education	K-3	Helen Wilcox

PASSED AND ADOPTED by the Governing Board of the Palermo Union School District at its regular meeting held on the 30th day of June, 2021 , by the following vote:

AYES:	NOES:	ABSENT:

Signed and Approved by the following:

PRESIDENT:
CLERK:
TRUSTEE:
TRUSTEE:
TRUSTEE:

Rev. 1/03



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1021

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 04-6152-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: PALERMO UNION ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$261,491.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 240 5,278.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

Table with contract details including State of California and Contractor information, funding amounts, program details, and signature lines.

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION 21-06

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2021, by the
Governing Board of _____
of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of
_____, of _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>	<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>