

# PALERMO UNION SCHOOL DISTRICT

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

Superintendent  
Kathleen Andoe-Nolind

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

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

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

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

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

An Equal Opportunity Employer

## BOARD MEETING AGENDA

January 23, 2019

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

5:00 p.m.

[Note: The Board of Trustees may take action on any item posted on this Agenda. Members of the public may directly address the Board concerning any item on this Agenda prior to or during the Board consideration of that item, as determined by the Board President. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office (530) 533-4842, ext. 7. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to these meetings. This Agenda and all supporting documents are available for public review at the District Office, 7390 Bulldog Way, Palermo, CA. Documents that have been distributed to the Board less than 72 hours before the meeting are available for public inspection at the District Office, 7390 Bulldog Way, Palermo, CA 95968]

### INTRODUCTION

1. **Call to Order.** (Time\_\_\_\_\_)
2. **Flag Salute.**
3. **Roll Call.**
4. **Approval of Agenda.**

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

5. **Audience with the Board.**

### **Non-Agenda Items:**

At this time the Board President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand, state your name for the record and make your presentation. Presentations may be limited to five (5) minutes. The Brown Act, however, does not allow the Governing Board to discuss or take action on any item that is not on the posted agenda. The item may, by Board direction, be placed on a later Board Meeting Agenda for discussion and/or action. The Board may direct the Superintendent to investigate the subject and present a follow-up report at a future Board Meeting.

6. **Audience with the Board.**

### **Agenda Items:**

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

7. **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 January 9, 2019 Regular Board Meeting.

**Reports**

- b. Events Calendar.

REFERENCE #1

- c. Palermo Ledger December 1, 2018 to December 31, 2018

REFERENCE #2

- d. Donation from Preem Lhery Junio of snacks with a value of \$574.13 to Helen Wilcox School.
- e. Donation from Miller Graffix in the amount of \$48.53 to Palermo School for a percentage from online sales of shirts.
- f. Donation from Miller Graffix in the amount of \$201.27 to Helen Wilcox School for a percentage from online sales of shirts.
- g. Donation from Box Top for Education in the amount of \$418.30 to Helen Wilcox School.

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_VOTE\_\_\_\_\_

8. **ITEMS REMOVED FROM CONSENT AGENDA**

- a. ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_VOTE\_\_\_\_\_

- b. ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_VOTE\_\_\_\_\_

9. **Staff Reports/Business Items.**

- a. Discussion/Approval of 2018-19 Bus Grant and potential vendors and costs for purchase of new busses (*Funding – Bus Grant*).

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

REFERENCE #3

- b. It is recommended the quote from Sutter Buttes Communications for completion of the recently purchased radios and equipment project in the amount of \$14,500 be approved. (*Funding – One Time Funds – Budget revision required*).

REFERENCE #4

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- c. It is recommended the quote from Accularm for emergency notification buttons to be installed in the offices at each school site in the amount of \$2,190 be approved. (*Funding – One Time Funds – Budget revision required*).

REFERENCE #5

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- d. It is recommended the J13A- Emergency Closure Days for November 9, 2018 through November 30, 2018 be approved.

REFERENCE #6

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- e. It is recommended that Resolution #19-01 Request for Reimbursement from CDE for Emergency Closure Days for November 9, 2018 to November 30, 2018 be approved.

REFERENCE #7

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- f. It is recommended that Resolution #19-02 Water Grant Project be approved.

REFERENCE #8

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

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

- g. It is recommended the contract between Palermo Union School District and JEG for Erate Consulting Services in the amount of \$3,500 be approved. *(Included in budget).*

REFERENCE #9

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- h. It is recommended the revised 2018-2019 Transportation Safety and Procedure Plan which includes No Student Left Unattended Procedure SB 1072 be approved.

REFERENCE #10

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

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

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

10. **Board Policies and Administrative Regulations.**

- a. Board Policy and Administrative Regulation 5142 Student Safety are presented for second and final reading.

REFERENCE #11

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- b. Administrative Regulation 4127 Temporary Athletic Team Coaches is presented for second and final reading.

REFERENCE #12

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- c. Administrative Regulation 3542 School Bus Drivers is presented for second and final reading.

REFERENCE #13

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_ VOTE\_\_\_\_\_

- d. Board Policy 1240 Volunteer Assistance is presented for first reading.

REFERENCE #14

11. **Correspondence.**

**12. Site and Student Recognition.**

- a. Helen Wilcox were the winners of this year's Salvation Army Food Drive
- b. In the Willows boys basketball tournament, 8<sup>th</sup> graders lost Game 1 by 2, but in Game 2 they beat Willows 43-31 with Tyden W. popping off for 21 points and Trevor G. scoring 12.
- c. 7<sup>th</sup> Grade played in the Championship game beating Colusa and winning the Willows Tournament with great team defense and hustle.
- d. Congratulations to the Golden Hills Eagles girls basketball team for their remarkable victory over the Durham Middle School Trojans 6<sup>th</sup> grade team. Outstanding players were Lily R. and Amaya J.
- e. Palermo School hosted a Chess Tournament on January 23<sup>rd</sup>. Thank you to Joey McCoy and Bill Bynum for supporting this program.

**13. Superintendent's Reports.**

- a. Governance Handbook

**14. Board Items.**

**CLOSED SESSION** (Time\_\_\_\_\_)

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

**OPEN SESSION** (Time\_\_\_\_\_)

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION**

**ACTION ITEMS**

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

**Superintendent:**

- a. Appointment and approval of contract for Superintendent, Kathleen Andoe-Nolind, effective January 23, 2019 through June 30, 2022.

REFERENCE #15

**Certificated:**

- b. Jennifer Schmautz, certificated teacher, retirement, effective June 15, 2019  
c. Janet Ashley, certificated teacher, retirement, effective June 15, 2019  
d. Genevieve Millin, certificated substitute, effective January 17, 2019

**Classified:**

- e. Norma Ramirez, custodian 1, transfer to Palermo School, 8 hours, effective January 24, 2019  
f. Jessica Davis, instructional aide, resignation, effective January 24, 2019  
g. Jessica Davis, substitute instructional aide, class 4, step 1, effective January 24, 2019  
h. Crystal Greer, substitute cafeteria aide, class 1, step 1, effective January 14, 2019  
i. Crystal Greer, substitute cafeteria helper, class 4, step 1, effective January 14, 2019  
j. Laura Krantz, substitute instructional aide, class 4, step 1, effective January 23, 2019  
k. Laura Krantz, instructional aide, Golden Hills, class 4, step 8, effective January 24, 2019  
l. Maribel Rivera, instructional aide, Helen Wilcox, class 4, step 1, effective January 24, 2019  
m. Clotilde Elena Godinez, instructional aide, Helen Wilcox, class 4, step 1, effective January 24, 2019

ACTION \_\_\_\_\_ MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

**ADJOURNMENT** (Time \_\_\_\_\_)

**REGULAR BOARD MEETING**

1. President Debbie Hoffman called the meeting to order at 4:59 p.m., and welcomed those in attendance.
2. President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen.  
  
Others present were: Kathleen Andoe-Nolind, Ruthie Anaya, Anna Johnson, Rainbow Walker, Kristi Robinson, Andee Farrar, Carlos Aguilar and Cindy Daniluke.
4. A motion was made by Loretta Long, seconded by Jessica King, recommending the agenda be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

**CLOSED SESSION**

The Board recessed into closed session at 5:00 p.m. for the purpose of discussing Student Matters/Discipline, in accordance with Education Code Sections 48918 and 35146, regarding Expulsion Case No. 01/09/06, ID# 198100.

**OPEN SESSION**

The Board reconvened into open session at 5:48 p.m.

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION**

No action was taken in closed session.

## REGULAR BOARD MEETING

## 5. Action on Expulsion Case No. 01/09/06, I.D. No. 198100

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

A motion was made by Loretta Long, seconded by Jessica King, that Student No. 01/09/06, I.D. No. 198100, did violate Education Code Section 48900 ('c):

*c: Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance, as defined in the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.*

Debbie Hoffman, Loretta Long, William Bynum, Jessica King and Cody Nissen voted aye. Motion unanimously carried.

## b. Action No. 2 – Action Pending Expulsion

A motion was made by Loretta Long, seconded by Jessica King, recommending the expulsion of Student No. 01/09/06, I.D. No. 198100, be suspended and the student continue at Palermo Community Day School.

6. **Audience with the Board.****Non-Agenda Items:**

Andee Farrar thanked Rainbow Walker for all of her care, compassion and extra effort with employees affected by the Camp Fire.

7. **Audience with the Board.****Agenda Items:**

No one had business to bring before the Board.

**REGULAR BOARD MEETING****8. CONSENT AGENDA**

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

**Action Items**

- a. Minutes of December 5, 2018 Regular Board Meeting.
- b. Minutes of December 17, 2018 Special Board Meeting.
- c. Warrants:  
Warrant Numbers 127438-131746, \$273,645.66, Funds 1, 12, 13, 76
- d. Surplus and Obsolete Requests  
Stair Climber #3169, Weight Bench #12223, Treadmill #3214, Elliptical #3215,  
Shoulder Press #2495, Ski Machine, (2) Mic and receiver #4171, 4172

**Reports**

- e. Events Calendar
- f. Staff Development November 2018
- g. Palermo Account Ledger, September 29, 2018 to October 31, 2018
- h. Palermo Account Ledger, November 1, 2018 to November 30, 2018
- i. Enrollment Reports for Months One, Two, Three and Four
- j. Williams Quarterly Report for July, August, September
- k. Williams Quarterly Report for October, November, December
- l. Donation from Romo Loseth of school supplies with a value of \$20 to Helen Wilcox School
- m. Donation from Life Touch for fall pictures in the amount of \$220 to Golden Hills School

**REGULAR BOARD MEETING****9. ITEMS REMOVED FROM CONSENT AGENDA**

There were no items removed from the consent agenda.

**10. Staff Reports/Business Items.**

- a. Kristi Robinson, Principal, Golden Hills School, made a presentation on school activities, achievements and challenges.
- b. A motion was made by Loretta Long, seconded by Jessica King recommending the Palermo Union School District reimburse Russell Lewis one half of the cost to replace the fence between his residence at 5819 Autrey Lane and the Golden Hills campus for \$1,072 be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- c. Palermo Union School District will receive \$35,500 from the North State Arts Education Consortium to support visual and performing arts. These funds are to be used to build capacity in art, music, dance, etc.
- d. Kathleen Nolind reviewed the Palermo Union School District results on the California School Dashboard and informed the Board that the district has qualified for Differentiated Assistance.
- e. Kathleen Nolind discussed the volunteer policy regarding background checks. She will revise Board Policy to state that no volunteers will be considered until all background checks have been received and reviewed.
- f. There was a discussion of the increased need for counseling services due to the Camp Fire. BCOE is contracting for additional counselors and PUSD may receive some hours each work. Kathleen Nolind advised there is some MediCal LEA carryover of approximately \$47K and that will be used to provide additional counseling resources for the rest of the 18-19 school year. Mrs. Nolind also expressed the need to increase overall counseling support in our district.

**REGULAR BOARD MEETING****10. Staff Reports/Business Items** *(continued)*

- g. A motion was made by Loretta Long, seconded by Jessica King recommending the First Interim Report for the fiscal year 2018-2019, and the Standards and Criteria be approved and the President of the Governing Board be authorized to confirm a positive certification that the District will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- h. A motion was made by Loretta Long, seconded by Jessica King recommending the 2017-2018 Audit Report by Tittle & Co. be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.
- i. There were no comments from the California School Employees Association Bargaining Unit 366.
- j. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

**11. Board Policies and Administrative Regulations.**

- a. Board Policy and Administrative Regulation 5142 Student Safety were presented for first reading.
- b. Administrative Regulation 4127 Temporary Athletic Team Coaches was presented for first reading.
- c. Administrative Regulation 3542 School Bus Drivers was presented for first reading.

**12. Correspondence.**

None.

**REGULAR BOARD MEETING****13. Site and Student Recognition**

- a. Palermo School Band Winter Concert. The band is growing in participation and skill thanks to Scott Grigoruk's leadership.
- b. Butte Strong Assemblies at Helen Wilcox, Golden Hills and Palermo were well received.
- c. Christmas Lunches and Programs were held at Helen Wilcox, Golden Hills and Helen Wilcox Preschool, which was challenging with the shutdown days due to the Camp Fire. Kudos to the staff at each site to make sure the festivities still happened.
- d. Parent Education Night – Crisis and Trauma Response on December 12, 2018 was attended by 10 parents.

**14. Superintendent's Reports.**

- a. California School Employees Summer Assistance Program was not approved by the CSEA bargaining unit.
- b. Positive Alternatives to School Exclusions will be presented on February 6, 2019. Debbie Hoffman said she would like to attend.

**15. Board Items.**

Bill Bynum said the annual Chess Tournament held at Palermo School will be January 16, 2019 from 4:00-5:30pm.

**CLOSED SESSION**

1. The Board recessed into closed session at 7:20p.m. regarding matters of personnel/employment/retirement all in accordance with Government Code Section 54957.
2. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent.

**REGULAR BOARD MEETING****OPEN SESSION**

The Board reconvened into open session at 7:37p.m.

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION**

No action was taken in closed session.

**ACTION ITEMS****16. Personnel – Recommendation: Approval.**

A motion was made by Loretta Long, seconded by Jessica King, recommending the following personnel items be approved (pending successful completion of pre-employment requirements). Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

**Certificated:**

- a. Barbara Allen, retirement, preschool teacher, Palermo Preschool, effective June 15, 2019

**Classified:**

- b. Alyssa Tomlinson, resignation, instructional aide, effective December 25, 2018
- c. Donna Blankenship, cook, transfer, Helen Wilcox, 7.5 hours, effective December 5, 2018
- d. Alicia Sanders, cafeteria helper, 7.0 hours, Helen Wilcox, effective January 7, 2019
- e. Mariah Cuevas, cafeteria helper, 7. Hours, Helen Wilcox, effective January 7, 2019

**ADJOURNMENT**

President Debbie Hoffman declared the meeting adjourned at 7:37p.m.

Respectfully submitted,

Kathleen Andoe-Nolind  
Secretary to the Governing Board

## EVENTS CALENDAR

January 21, 2019	Martin Luther King Day	<i>No school – students, teachers and staff</i>
January 23, 2019	Regular Board Meeting	<i>5:00pm</i>
January 31, 2019	Egyptian Tomb Night	<i>Palermo 6:00-7:00pm</i>
February 13, 2019	Regular Board Meeting	<i>5:00pm</i>
February 15, 2019	Lincoln's Birthday	<i>No school – students, teachers and staff</i>
February 18, 2019	Washington's Birthday	<i>No school – students, teachers and staff</i>
February 19-22, 2019	Intersession	<i>No School – students, staff</i>
February 27, 2019	Regular Board Meeting	<i>5:00pm</i>
March 13, 2019	Regular Board Meeting	<i>5:00pm</i>
March 13, 2019	Parent Education Night Topic: Positive Behavior Intervention Strategies( <i>dinner &amp; childcare</i> )	<i>Palermo Cafeteria 5:00-6:30pm</i>
March 27, 2019	Regular Board Meeting	<i>5:00pm</i>
April 10, 2019	Regular Board Meeting	<i>5:00pm</i>
April 15-22, 2019	Easter Break	<i>No School – students, staff</i>
April 24, 2019	Regular Board Meeting	<i>5:00pm</i>
April 24, 2019	Parent Education Night Topic: Stress Management Strategies( <i>dinner &amp; childcare</i> )	<i>Palermo Cafeteria 5:00-6:30pm</i>
May 8, 2019	Regular Board Meeting	<i>5:00pm</i>
May 22, 2019	Regular Board Meeting	<i>5:00pm</i>
May 27, 2019	Memorial Day	<i>No school – students, teachers and staff</i>
June 12, 2019	Regular Board Meeting	<i>5:00pm</i>

Revised: 1/16/19 cc: L. Davis; D. Dudley; C. Wiemers; M. Tello; L. Davis; R. Anaya; K. Ray

		MONTH:	12/1/18-12/31/18		
ACCOUNT NAME	BEG BAL	RECEIPTS	DISBURSMENTS	TRNSF	ENDING BAL
102 PAL ST BODY	\$5,349.22	\$848.70	(\$659.38)	\$0.00	\$5,538.54
202 SPORTS	\$3,967.06	\$987.00	(\$2,025.98)	\$0.00	\$2,928.08
205 REFEREE (new)	\$248	\$1,500.00	(\$392.00)	\$0.00	\$1,356.00
300 YEARBOOK	\$4,860.93	\$0.00	\$0.00	\$0.00	\$4,860.93
402 PAL LIBRARY	\$1,357.33	\$0.00	(\$80.52)	\$0.00	\$1,276.81
502 BAND	\$1,936.01	\$0.00	\$0.00	\$0.00	\$1,936.01
505 DRILL TEAM	\$517.17	\$238.90	(\$218.05)	\$0.00	\$538.02
506 6TH GRADE	\$6,577.35	\$0.00	(\$576.00)	\$0.00	\$6,001.35
507 7TH GRADE	\$540.48	\$0.00	\$0.00	\$0.00	\$540.48
509 8TH GRADE	(\$172.47)	\$0.00	(\$1,287.39)	\$0.00	(\$1,459.86)
900 INTEREST	\$0	\$0.00	\$0.00	\$0.00	\$0.00
511 CLUB LIVE	\$2,336.67	\$690.00	(\$65.93)	\$0.00	\$2,960.74
512 CHESS CLUB	\$337	\$0.00	\$0.00	\$0.00	\$337.00
	\$27,854.75				\$26,814.10
	<b>\$27,854.75</b>				<b>\$26,814.10</b>

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INTEROFFICE MEMORANDUM

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**To:** Board of Trustees  
Kathleen Andoe-Nolind, Acting Superintendent

**From:** Ruthie Anaya, Chief Business Official

**Subject:** Bus Purchase with Bus Grant Funds

**Date:** 1/18/2019

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The District has been approved for a grant to purchase 4 electric busses for 2018-19. There are three potential vendors for electric busses. Carlos has summarized the pros and cons for each vendor on the attached worksheet. We would like to recommend Z Lion as the vendor for purchasing the new electric busses.

There is a potential out of pocket cost of approximately \$21,823 if we choose this vendor. These out of pocket costs would be for the air conditioner feature that comes standard on these busses. None of our current busses have air conditioners. While this is a standard feature for this bus from Lion, we could order the busses without the AC. We are also checking with the vendor to see if there are other ways that we could reduce the cost of the bus below our grant award so that there are no out of pocket costs to the district.

Other additional costs related to the purchase of the new busses are outlined on page 3. The Zonar kit and cameras are not covered by the grant. These would be costs to the district. Carlos is going to use as many of the Zonar kits and cameras as possible from the old busses. These costs are the necessary costs to add the new equipment.

The infrastructure costs are unknown. The grant will cover \$5,000/bus (\$20,000 total) towards electrical infrastructure. The charging stations will consume approximately \$8,500 of the allotment. That would leave \$11,500 to cover additional costs related to installing the charging stations. PG&E has indicated that we will need to install a new power pole and box. Carlos is working with PG&E to determine who would bear the cost of these items (PG&E or the District) and how much it will cost the District.

Detail of the potential costs are below:

Zonar Kit \$1,000  
Cameras \$6,000 (rounded)  
Bus with Air Conditioner \$22,000 (rounded)  
Electrical Infrastructure \$unknown

Total Known Costs \$7,000  
Discretionary Costs \$22,000

The discussion item for this agenda is... does the district want to incur the additional cost of \$21,823 for air conditioning on the busses if we are unable to get the vendor to reduce other costs.

## Bus Grant Options



Z Lion AA2 AC  
Cost: \$405,455.77 (\$5,455.77 out of pocket)  
Passenger Capacity: 71

### Pros:

- Regenerative braking
- Positive driver feedback
- 3yrs ahead of other electric buses
- Service Dept.
- AC
- Charging system problem has been addressed
- Over 2mil miles on road miles
- 150 buses delivered
- 8yr warranty

### Cons:

- 71 Passenger cap.
- Out of pocket expense (4 Buses = \$21,823.08)
- Option: Driver storage compartments (\$200.00/bus)



Blue Bird T3RE 3904  
Cost: \$399,598.46 (no out of pocket)  
Passenger Capacity: 78

### Pros:

- Air Brakes
- Positive driver feedback
- 78 Passenger cap.
- Service Dept.
- Driver storage compartments
- Built on existing chassis

### Cons:

- No on road miles
- 5yr warranty



Thomas Saf-T-Liner eC2 Jouley  
Cost: \$399,999.38 (no out of pocket)  
Passenger Capacity: 78

### Pros:

- Air Brakes/regenerative braking
- 78 Passenger cap.
- Positive driver feedback
- Built on existing chassis

### Cons:

- Service Dept.
- No on road miles
- 5yr warranty

**Additional Costs:**

**Zonar:**

1 – Zonar Kit + software subscription = \$1000.00

**Camera:**

2 – Camera systems = \$5,888.00

**Electrical Infrastructure: Grant allotment \$5,000.00/bus**

Qty 4 – New Chargers (\$2119.00 each) = \$8474.00 (leaves balance of \$11,526.00)

Qty 1 – Labor and material to install chargers

Qty 1 – PG&E Labor and material to upgrade electrical

Option 1: PG&E to upgrade electrical, run conduit, wire, etc...no cost to district. We hire electrician to complete job (Install and wire chargers).

Option 2: PG&E upgrade electrical at an unknown cost. We hire electrician to complete job (Subpanels, conduit, wire, labor etc).

1 – New charger in 2020 to replace existing: \$2110.00

**Total Infrastructure Costs:**

Zonar	\$1000.00
Cameras	\$5888.00
Electrical	\$0000.00
PG&E	<u>\$0000.00</u>
Total	\$8988.00

*Update: 1/16/19 - Job is still in design, but I do have an update. We cannot string an overhead service due to the required amperage, but we do have an option for a service without a dedicated transformer. We will drop a box at the base of the pole and do an underground run to the panel location. Once the high level scope is completed, we will set up a site walk to review*

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**INTEROFFICE MEMORANDUM**

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**To:** Board of Trustees  
Kathleen Andoe-Nolind, Acting Superintendent

**From:** Ruthie Anaya, Chief Business Official

**Subject:** Proposal from Sutter Buttes

**Date:** 1/18/2019

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The District began the process of purchasing district wide handheld radios in 2017-18. The former Director of Maintenance met with both Sutter Buttes and Day Wireless as possible vendors for the project. After numerous meetings with both vendors, the district entered a contract with Day Wireless to purchase and install district wide handheld radios. The District was very clear on the need for the radios to be able to communicate not only within the sites but district wide in the event of an emergency. Upon initial installation of the radios, it was discovered that they did not work district wide. After several attempts by Day Wireless to fix the problem, the District has lost faith in Day Wireless ability to rectify the problems. In lieu of paying Day Wireless any additional monies to fix the problems, Carlos has contacted Sutter Buttes to finish the project.

In order to complete the project and make the system work district wide with both the handheld radios and the bus radios, the District will need to upgrade the bus radios to a digital system. This is a cost that we were trying to avoid. Day Wireless assured us that we would be able to keep our existing radios on our old analog system and use the new handheld radios on the new digital system. However, after the system was installed, this presented a problem due to antenna height for each of the antennas. The most cost effective way to complete the project is to switch the bus radios to the digital system and raise the height of the digital antenna.

The proposal from Sutter Buttes includes the equipment costs to upgrade the bus radios and the related base stations to digital radios. The total quote is for approximately \$14,500. Of this amount, \$11,000 is equipment costs and \$3500 is labor costs.

If the board approves this purchase, all radios in the district will be up to date with current technology and will last for many years to come.

Accularm Security Systems

2348 Baldwin Ave.

Oroville, Ca.

95966

(530) 532-0885

Palermo School District  
Carlos-624-9152  
7390 Bulldog Way  
Palermo, Ca

December 7, 2018

Carlos,  
Here is the revised bid for the additional panic alarms requested.

Palermo School  
(2) Wireless Panics Buttons  
Equipment and installation.....\$310.00

Golden Hills School  
(2) Wireless Panic Buttons  
(1) 8 Zone Wireless Receiver  
Equipment and installation.....\$420.00

Helen Wilcox School  
(2) Wireless Panics Buttons  
Equipment and installation.....\$310.00

Palermo Bus Depot  
(2) Wireless Panics Buttons  
(1) 8 Zone Wireless Receiver  
Equipment and installation.....\$420.00

Palermo District Office  
(2) Wireless Panic Buttons  
(1) 8 Zone Wireless Receiver  
Equipment and installation.....\$420.00

Honcut School  
(2) Wireless Panics Buttons  
Equipment and installation.....\$310.00

If you have any questions feel free to call me anytime at 624-3101.

Respectfully,  
Kelly Huff

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
DUE TO EMERGENCY CONDITIONS**

**Form J-13A**

(Revised December 2017)

**California Department of Education**

School Fiscal Services Division

Website: <https://www.cde.ca.gov/fg/>

Telephone: 916-324-4541

Email: [attendanceaccounting@cde.ca.gov](mailto:attendanceaccounting@cde.ca.gov)

# Form J-13A Instructions

## Why file:

The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code (EC) Section 41422*.
- When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC Section 46392* and *California Code of Regulations (CCR)*, Title 5, Section 428.
- When attendance records have been lost or destroyed as described in *EC Section 46391*.

The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serve to document the local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

## How to file:

The Form J-13A is available at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp>. Also available on the J-13A Web page are FAQs and supplemental pages for sections B and C in Excel format. All affidavits must have original signatures.

Charter schools must file separately from the authorizing school district or county office of education (COE).

The LEA governing board must approve each request by completing Section E, Affidavit of School District, County Office of Education, or Charter School Governing Board Members. Once the majority of the governing board members have approved the request, the LEA should keep a copy of the request and then submit the original to the county superintendent who must approve the request before it can be submitted to the State Superintendent of Public Instruction, CDE. Charter schools must submit the request to their authorizing LEA for approval, who will then forward to the county superintendent for approval.

The following summarizes the J-13A submittal and CDE review process:

- The county superintendent executes the Affidavit of County Superintendent of Schools, certifying the approval.
- The COE should keep a copy of the request and mail the original request to the listed CDE address.
- Once CDE has received the Form J-13A, the request will go through a review process. If the request is approved, CDE will e-mail the approval letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the approval letter. If the request is denied, CDE will e-mail the denial letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the denial letter.

## Where to file:

Mail the entire original Form J-13A to:  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

## General Instructions:

- Multiple emergency events and schools may be included on one Form J-13A. Be sure to include specific detailed information and supporting documents for each event and school.
- If the emergency event resulted in a closure and material decrease, complete sections B and C.
- Supplemental pages for sections B and C are available in Excel format for a request that requires more lines than allocated on Form J-13A.
- Attach supporting documentation. Redact any personally identifiable information. Examples of required supporting documentation:
  - Declaration of a State of Emergency
  - News articles
  - E-mails
  - Invoices

# Form J-13A Instructions

- A local safety officer letter for any incident involving police activity, threats, cyber threats, etc.
- A county public health officer letter for any incident involving epidemic-type illness. The letter is to specify that the illness was an epidemic or that there was an increase in the number of cases of a disease above what is normally expected of the population in that area.

## SECTION A: REQUEST INFORMATION

Refer to the California School Directory at <https://www.cde.ca.gov/schooldirectory/> for information needed to complete this section.

### PART I: LOCAL EDUCATIONAL AGENCY (LEA)

- LEA Name – Enter the name of the school district, COE, or charter school submitting the Form J-13A.
- County Code – Enter the two-digit county code associated with this entity.
- District Code – Enter the five-digit district code associated with this entity.
- Charter Number – If this request is for a charter school, enter the charter number associated with this entity.
- LEA Superintendent or Administrator Name – Enter the name of the superintendent or administrator associated with this entity.
- Fiscal Year – Enter the fiscal year of the requested emergency closure, material decrease and/or lost or destroyed attendance records.
- Address – Enter the LEA's full address including:
  - Number and street
  - County name
  - City
  - State
  - Zip code
- Contact Information – Enter a contact person for this request. Include the following:
  - Name
  - Title
  - Phone number
  - E-mail address

### PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST

Select the LEA type associated with the request and, for a school district or COE request, if all or select school sites are included in the request. Only one LEA type may be selected.

### PART III: CONDITION(S) APPLICABLE TO THIS REQUEST

Read each condition carefully and select one or more that apply to this request. In addition, indicate if the request is associated with a Declaration of a State of Emergency by the Governor of California.

## SECTION B: SCHOOL CLOSURE

This section is used for closures pursuant to *EC* Section 41422. If the request does not include any school closures, select the "Not Applicable" box on the top right corner and proceed to Section C.

### PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the school closure.

### PART II: SCHOOL INFORMATION

The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each school closed on a separate line. Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request and select the "Supplemental Page(s) Attached" box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code.
- C. Site Type – Enter the site type associated with the school listed in Column A. This site information is need for CDE to determine the specific instructional time requirements for the listed school. Choose one of the following site type options:
  - Charter School
  - Community Day
  - Continuation School
  - County Community
  - Juvenile Court School

# Form J-13A Instructions

- Opportunity School
- Special Education
- Traditional

- D. Days in School Calendar – Provide the number of days in the school calendar. Attach a copy of the school calendar to the request. If the request includes multiple schools, attach a copy of each different school calendar and clearly identify which schools follow each calendar. If all schools have the same school calendar, note “all schools” at the top of the calendar.
- E. Emergency Days Built In – Provide the number of additional days the school has built in to the school calendar to use as make-up days for emergency closures.
- F. Built In Emergency Days Used – Provide the number of built in emergency days the school has used so far in the school year.
- G. Date(s) of Emergency Closure – Enter the date(s) closed for the emergency in the current request.
- H. Closure Dates Requested – Of the dates provided in Column G, enter the dates the school will not be able to make-up, and is requesting as part of the Form J-13A.
- I. Total Number of Days Requested – Enter the total number of days for the dates requested in Column H.

Applicable” box on the top right corner and proceed to Section D.

If the attendance of an LEA or a school is less than or equal to 90 percent of "normal" attendance for a reasonable time during or after an emergency event, the LEA may assume that a case exists for claiming emergency attendance credit for the "material decrease" of attendance. According to CCR, Title 5, Section 428, “normal” attendance is the average daily attendance (ADA) for the month of either October or May of the same school year. If the emergency occurred between July and September of the current year, the LEA must wait to submit the request until after October ADA of the current year can be calculated. The October or May ADA is used as a proxy for a normal day of attendance for the emergency day. However, if an emergency occurs in October or May, the LEA may request to use a different month as a proxy for a normal day of attendance for the emergency day.

Pursuant to EC Section 46392, the 90 percent threshold may be waived when the Governor has declared a “State of Emergency.” A copy of the Governor’s declaration should be included in the submittal. Any reduction of attendance in a necessary small school (NSS), even if less than 10 percent, may be considered material.

Attendance must be provided at the school site level. Approval of a districtwide material decrease is contingent upon the inclusion of all district sites, and a districtwide percentage of 90 percent or less on each emergency day. For non-districtwide emergencies, each school must meet the 90 percent threshold on each emergency day for approval of attendance credit.

### PART III: CLOSURE HISTORY

In this section, provide the closure history for the current and five prior fiscal years for all schools included in the request, regardless if a J-13A request was submitted. For example, if a school had multiple closures in one year, group the closures by fiscal year and nature.

School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
School #1	0123456	2016-17	12/5, 2/10	Flooding	Yes
School #1	0123456	2016-17	4/17-4/18	Power Outage	No
School #1	0123456	2015-16	12/15-12/6	Road Closures	Yes

### PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the material decrease in attendance. Provide a detailed explanation for any gap in between emergencies. Request should be accompanied by supporting documents, if applicable.

### PART II: MATERIAL DECREASE CALCULATION

The information provided in Parts II and III will be used to determine if the loss of attendance meets the 90 percent threshold for attendance credit approval (except when the governor declares a state of emergency or in the case of a NSS site), and to calculate the estimated attendance credit

### SECTION C: MATERIAL DECREASE

This section is used to claim attendance for material decreases pursuant to EC Section 46392. If the request does not include any credits for a material decrease in attendance, select the “Not

## Form J-13A Instructions

amount. The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each school requesting attendance credit on a separate line. Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request and select the “Supplemental Page(s) Attached” box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code
- C. “Normal” Attendance – Provide the ADA for the school month of October or May of the same school year.

A school month is 20 days, or four weeks of five days each, including legal holidays but excluding weekend makeup classes (*EC* Section 37201). The school calendar begins on the first Monday of the week that includes July 1 or the Monday of the first week of school. As a result, school months can be split between September and October; October and November; April and May; May and June. Therefore, the CDE advises LEAs to use the school month that has the most school days in either October or May.

- D. Dates Used for Determining “Normal” Attendance – Enter the date range of the school month used to provide the ADA in Column C.
- E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**
- F. Actual Attendance – Provide the actual attendance for the school site on the date of emergency listed in Column E.
- G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with *EC* Section 46392, the school may qualify for an attendance

adjustment when the Actual Attendance (Column F) divided by the “Normal” Attendance (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.

- H. Net Increase of Apportionment Days (C-F) – Calculated field. The Actual Attendance (Column F) is subtracted from the “Normal” Attendance (Column C) to determine the Net Increase of Apportionment Days (Column H). When attendance on the date of emergency is greater than the “normal” attendance, this field will yield zero and should be removed from the material decrease calculation table.

**If the request is approved, CDE’s approval letter will include the total net increase of apportionment days, which may differ from the amount shown.** The LEA will then divide this number by the days in the applicable P-1, P-2, or Annual reporting period to determine the ADA increase.

### PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS

Continuation education is an hourly program, therefore the attendance must be provided in hours for continuation schools. Three hours equals one apportionment day. The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each continuation school requesting attendance credit on a separate line. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than five lines are needed for this request and select the “Supplemental Page(s) Attached” box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code.

## Form J-13A Instructions

- C. "Normal" Attendance Hours – Provide the attendance hours for the continuation school on the same day of the week prior to, or the week following the emergency.

Example: If the emergency day is on a Tuesday, provide the attendance hours on the Tuesday of the week prior to or following the emergency.

- D. Date Used for Determining "Normal" Attendance – Enter the date of the school day used to provide the attendance hours in Column C.
- E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**
- F. Actual Attendance Hours – Provide the actual attendance hours for the continuation school on the date of emergency.
- G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with *EC* Section 46392, the school may qualify for an attendance adjustment when the Actual Attendance Hours (Column F) divided by the "Normal" Attendance Hours (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.
- H. Net Increase of Hours (C-F) – Calculated field. The Actual Attendance Hours (Column F) is subtracted from the "Normal" Attendance Hours (Column C) to determine the Net Increase of Hours (Column H). When attendance on the date of emergency is greater than the "normal" attendance, this field will yield zero and should be removed from the material decrease calculation table.

**If the request is approved, the approval letter will include the total net increase of hours for all continuation schools on the form, which may differ from the amount shown.** The LEA will then convert the hours to apportionment days and divide this number by the days in the applicable P-1,

P-2, or Annual reporting period to determine the ADA increase.

### SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

If this request does not include any lost or destroyed attendance records, select the "Not Applicable" box on the top right corner and proceed to Section E.

#### PART I: PERIOD OF REQUEST

Enter the dates of the records that were lost or destroyed.

#### PART II: CIRCUMSTANCES

Provide a detailed explanation on the emergency condition(s) and the extent of the lost or destroyed records.

#### PART III: PROPOSAL

Provide a detailed proposal or estimation in the allotted space.

### SECTION E: AFFIDAVIT

A completed affidavit is required before submitting the entire Form J-13A request to CDE.

#### PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS

- Enter the name of the school district, COE, or charter school.
- Enter the names of the all the board members.
- At least a majority of the board members must sign this affidavit.
- The governing board signatures must be witnessed. The witness person must complete the following fields:
  - Witnessed date
  - Name
  - Signature
  - Title
  - County name

#### PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER

Only complete for a charter school request. Once the governing board members and witness fields have been completed, this request will be submitted to the charter school's authorizer for approval. An authorizer for a charter school may be

## Form J-13A Instructions

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a school district, COE or State Board of Education.

If approved, the superintendent of the charter school's authorizer will complete the following fields:

- Name
- Signature
- Authorizing LEA Name

### **PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

All requests must go to the COE for approval. If approved, the COE will complete Part III of the affidavit. The county superintendent's signature must be witnessed.

- Name of the County Superintendent of Schools (or designee)
- Signature of the County Superintendent of Schools (or designee)
- Witnessed date
- Witness name
- Witness signature
- Witness title
- County name
- Contact person/individual responsible for completing the county affidavit. Include the contact person's name, title, phone number and e-mail address.

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME:		COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME:				FISCAL YEAR:
ADDRESS:			COUNTY NAME:	
CITY:		STATE:	ZIP CODE:	
CONTACT NAME:	TITLE:	PHONE:	E-MAIL:	

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):**

<input type="checkbox"/> <b>SCHOOL DISTRICT</b> Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> <b>COUNTY OFFICE OF EDUCATION (COE)</b> Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> <b>CHARTER SCHOOL</b>
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**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

**SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

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**MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

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**LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

*"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."*



**SECTION C: MATERIAL DECREASE**

- Not Applicable (Proceed to Section D)  
 Supplemental Page(s) Attached

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

**PART II: MATERIAL DECREASE CALCULATION** (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
Total:							

**PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS** (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
Total:							

\*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

Not Applicable (Proceed to Section E)

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of \_\_\_\_\_, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ of \_\_\_\_\_ County, California  
(Name) (Signature)

---

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ Authorizing LEA Name: \_\_\_\_\_  
(Name) (Signature)

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**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_  
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ of \_\_\_\_\_ County, California  
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact: Tim Taylor  
Butte County Office of Education  
530-532-5650  
[ttaylor@bcoe.org](mailto:ttaylor@bcoe.org)

1859 Bird Street  
Oroville, CA 95965



## Press Release

All Butte County Schools Closed Friday, November 9, 2018

OROVILLE-CA Butte County Superintendent of Schools, Tim Taylor, is announcing the closure of all public schools (districts and charter schools) in Butte County tomorrow, Friday, November 9 due to fire emergency and for the safety of students, staff and families affected by the Camp Fire in Butte County. This action follows on the emergency proclamation for Butte County by acting Governor Gavin Newsom. As a reminder, schools are also closed Monday, November 12 in observance of Veteran's Day.

For immediate release

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Contacts:

1859 Bird Street  
Oroville, CA 95965

Neil Meyer, Information Strategist  
Butte County Office of Education  
530-532-5655  
[nmeyer@bcoe.org](mailto:nmeyer@bcoe.org)

Tim Herrera, Director of Communications  
Sacramento County Office of Education  
916-952-7621  
[therrera@scoe.net](mailto:therrera@scoe.net)

11/16/2018 4:30 p.m.



## Press Release

### **Butte County Education Leaders Issue Call to Action to Help Students Displaced by the Camp Fire**

*Butte County Office of Education, Districts, and Charter Providers United in Effort*

Chico, CA Butte County education leaders have set December 3rd as the date for reopening an entire countywide school system shut down by the deadly Camp Fire. It is estimated over 5,000 students have been displaced by the blaze. Between now and December 3<sup>rd</sup>, district employees will attend trainings in preparation for reopening school sites that are safe for use.

At an afternoon news conference, Butte County Superintendent of Schools Tim Taylor said the priority in the fire region is to keep students together with their friends and teachers from their communities. [\[Click here to view the entire news conference.\]](#)

“One of the most important things for a child in their life is their school and their teacher. We want to make sure that while they’ve lost their schools that they haven’t lost hope,” Taylor said.

The Butte County Office of Education (BCOE), 14 local school districts and 18 charter schools, are working together to enroll students. Families seeking information about the enrollment and placement process are asked to dial 2-1-1 for assistance beginning Monday, November 19.

The Camp Fire is still an active fire and space for temporary school sites is limited. Education leaders estimate needing the equivalent of at least 100 portable classrooms so Butte County students can return to school.

The greatest need is in Paradise where the Paradise Unified School District and a thousand charter school students are now displaced because multiple school sites were damaged or destroyed. “We will come back and we will come back much stronger, and that’s the message we want to get out there,” said Paradise Unified School District Superintendent Michelle John.

Meantime, neighboring Chico Unified School District and other districts in the region are working to find available room within their boundaries for displaced students from neighboring districts.

“Whatever we have, we are willing to share. We are ready to do that,” said Kelly Staley, Superintendent of the Chico Unified School District.

“I didn’t just lose my home. I lost my hometown,” said Casey Taylor, Executive Director of Achieve Charter Schools.

For immediate release

[more](#)

# Executive Department

State of California

## EXECUTIVE ORDER B-58-18

**WHEREAS** on November 8, 2018, a state of emergency was proclaimed in Butte County as a result of the Camp Fire; and

**WHEREAS** on November 9, 2018, a state of emergency was proclaimed in Los Angeles County and Ventura County as a result of the Hill Fire and Woolsey Fire; and

**WHEREAS** a majority of the Town of Paradise was destroyed, and many of the Paradise Unified School District facilities were destroyed, damaged, or otherwise impacted, and thousands of students have been displaced from Paradise and other school districts; and

**WHEREAS** it is critical that all displaced students are placed back in school facilities as soon as possible to ensure continuity in education; and

**WHEREAS** the Camp Fire has displaced persons with developmental disabilities served by the Far Northern Regional Center, many of whom require immediate housing; and

**WHEREAS** the wildfires have impacted commercial facilities, which are critical to the economic health of the impacted region; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the wildfires; and

**NOW, THEREFORE, I, EDMUND G. BROWN JR.**, Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately.

### IT IS HEREBY ORDERED THAT:

1. The statutory waivers contained in this Order governing the activities of schools shall extend through the 2018-2019 school year.
2. For the purposes of this Executive Order, local educational agency means school districts, county offices of education, and charter schools.
3. The class-size requirements for kindergarten through grade 8 provided in Education Code sections 41376 and 41378, and for kindergarten through grade 3 provided in Education Code section 42238.02(d)(3), and all implementing regulations, are waived for the school districts whose class sizes are affected by the wildfires in Butte, Los Angeles, and Ventura Counties. To the extent that students displaced by these wildfires significantly impact local educational agencies in other counties, these sections and all implementation regulations will also be waived.

4. The requirements to provide minimum instructional minutes in Physical Education for grades 1-12 as required by Education Code sections 51210, 51220, 51222, and 51223 are waived during periods of poor air quality due to wildfires in the impacted counties with respect to school buildings or temporary facilities in which indoor space for Physical Education is unavailable. To the extent that students displaced by these wildfires significantly impact local educational agencies in other counties, these sections and all implementation regulations will also be waived.
5. The time required to assess students for English language proficiency in Education Code section 313 and California Code of Regulations, Title 5, sections 11511 and 11511.5 is extended for a period of 45 days.
6. To the extent educational agencies are required to use temporary facilities as a result of damage to or inaccessibility of school buildings due to the Camp Fire in Butte County, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are waived with respect to those temporary facilities. The requirements of the California Building Code, Title 24 of the California Code of Regulations, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
7. To the extent local educational agencies are required to temporarily use buildings (as defined in the California Building Code, Part 2, Chapter 2, section 202, of Title 24 of the California Code of Regulations) in adjacent localities to immediately and temporarily serve their students as a result of the destruction of their existing schools due to the Camp Fire in Butte County, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public schools. In addition, the requirements of the California Building Code (Part 2 (commencing with section 101) of Title 24 of the California Code of Regulations) as adopted and enforced by the local building and fire agencies with jurisdiction over the area shall apply, except that the requirements relating to Change of Use or Occupancy Classification in section 111 of Chapter 1 of the California Building Code in Part 2 of Title 24 of the California Code of Regulations shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school as long as such facilities met building code requirements at the time of their construction and are judged safe for use by the local building official. Temporary facilities using relocatable buildings only may be constructed on vacant land for the temporary use of that site.
8. To the extent that local educational agencies are required to use temporary facilities outside of their district boundaries as a result of the damage to or inaccessibility of school buildings due to the Camp Fire in Butte County to continue to serve the students who resided in their district prior to the wildfires they may do so and continue to collect average daily attendance for those students. In addition, the requirements of Education Code sections 17387, et seq., and 17455, et seq., and all implementing regulations are waived at the discretion of those districts who seek to lease property to any of the impacted districts for purposes of serving any students impacted by the wildfires.
9. Education Code section 17215 is waived to the extent necessary to allow local educational agencies with damaged or inaccessible facilities to use temporary facilities outside of their district boundaries.

10. The above uses of temporary facilities shall be considered "emergency projects" within the meaning of California Code of Regulations, Title 14, section 15269.
11. Residency requirements for continued attendance at Paradise Unified School District schools, including, but not limited to those set forth in Education Code sections 48200 and 48204 are waived.
12. To the extent that School Food Authorities have had significant damage or inaccessibility of cafeteria and kitchen facilities due to the Camp Fire in Butte County, the requirements of Education Code sections 38100 and 38101 are waived so that School Funds may be used to reconstruct those facilities. Where appropriate, the California Department of Education shall seek the approval from the Food and Nutrition Service at the U.S. Department of Agriculture to utilize the revenues from the nonprofit school food service account to construct buildings, as contemplated by Code of Federal Regulations, Title 7, section 210.14(a).
13. The time required to submit the first interim financial report in Education Code sections 1240(l)(1)(A) and (B), 42131(a)(1) and (2), and 47604.33(a)(3) is extended for a period of 45 days for all local educational agencies in Butte County impacted by the Camp Fire.
14. The time required to transmit a copy of its annual, independent financial audit report for the preceding fiscal year to the Controller and the county superintendent of schools, in Education Code section 41020(h) is extended for a period of 45 days for local educational agencies in Butte County impacted by the Camp Fire. In addition, the time required to transmit a copy of a charter school's annual, independent financial audit report for the preceding fiscal year, as described in in subparagraph (l) of paragraph (5) of subdivision (b), to its chartering entity, in Education Code section 47605(m) is extended for a period of 45 days for charter schools in Butte County impacted by the Camp Fire.
15. Education Code section 47605.1 subdivisions (c), (c)(1) and (c)(2) are waived for any non-classroom based charter schools authorized by the Paradise Unified School District. Such schools shall be allowed to establish resource centers anywhere in Butte County.
16. Classroom-based charter schools authorized by the Paradise Unified School District or the Butte County Office of Education shall be allowed to establish alternative sites anywhere in Butte County and will be deemed to be in compliance for all purposes with Education Code sections 47605(a)(5) and 47605.1(d).
17. The requirement in Education Code section 49068(b) that a pupil's permanent record must be transferred by the former public or private school within 10 schooldays from the date a request is received is waived to the extent the transferring school was impacted by the wildfires.
18. To the extent a Butte local educational agency's average daily attendance for the month of December is adversely impacted by the November 2018 wildfires, that local educational agency can exclude the average daily attendance for the last full school month from average daily attendance reported for the first period apportionment. This waiver applies to the first period apportionment reporting only.
19. Government Code section 54954(b) is hereby waived to the extent necessary to allow the governing bodies of local education agencies to meet outside of their jurisdictional boundaries.

20. The Department of Alcoholic Beverage Control shall have the discretion to waive the 500 foot limitation and 180-day time period in Business and Professions Code section 24081 for any businesses that have been forced to relocate as a result of the wildfires. The Department of Alcoholic Beverage Control shall further have the discretion to waive transfer fees beyond the time limitations set forth in Business and Professions Code sections 24081 and 24082.
21. The requirements of California Code of Regulations, Title 17, section 58611 are waived to the extent necessary for the Far Northern Regional Center to immediately provide housing and supported living services for consumers displaced as a result of the Camp Fire. Any proposed placement made pursuant to this order shall be approved by the Director of the Department of Developmental Services.
22. In order to allow out-of-state utility drivers who are traveling to California by air to be afforded the same driving privileges as provided in the Federal Motor Carrier Safety Administration's Regional Emergency Declaration, applicable provisions of the Vehicle Code, including but not limited to sections 1808.1 subdivisions (a) through (f), 34620 (motor carrier permit), 12502 (medical requirements) as well as California Code of Regulations, Title 13, sections 1229 and 1234 (driver proficiency) license and testing requirements, are suspended. Notwithstanding these suspensions, the California utility receiving mutual assistance will maintain motor vehicle records and a current public driving record for each driver providing mutual assistance, from the jurisdiction issuing the driver license, and will ensure compliance with pre-employment controlled substances testing requirements pursuant to Vehicle Code Section 34520, subdivision (a).

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of November 2018.

  
EDMUND G. BROWN JR.  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**PALERMO UNION SCHOOL DISTRICT  
BOARD OF EDUCATION RESOLUTION NO. 19-01**

**Resolution to Request Reimbursement From the California Department of Education for  
Palermo State Preschool (Helen Wilcox and Palermo Sites)**

The Palermo Union School District Board of Education hereby authorizes the request for reimbursement for closure of the Palermo State Preschool from November 9 – 30, 2018 due to circumstances beyond the program’s control. The Board identifies that the request is for attendance credit and reimbursement for thirteen (13) days of attendance for students in the full day program and ten (10) days of attendance for students in the part day programs.

Approved and adopted this 23rd day of January, 2019 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Debbie Hoffman  
President, Board of Trustees

\_\_\_\_\_  
Kathleen Andoe-Nolind  
Superintendent

**PALERMO UNION SCHOOL DISTRICT  
BOARD OF EDUCATION RESOLUTION NO. 19-02**

A RESOLUTION AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING REPRESENTATIVES FOR THE PALERMO UNION SCHOOL DISTRICT DRINKING WATER PROJECT

Whereas, Palermo Union School District has submitted an application to the State Water Resources Control Board for funding for the replacement of drinking fountains under the Drinking Water for Schools Project Grant (Project); and

Whereas, prior to the State Water Resources Control Board's executing a funding agreement, Palermo Union School District is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for reimbursement on behalf of Palermo Union School District, and to carry out other necessary Project-related activities; and

Whereas, having documented impaired access and Palermo Union School District is unable to comply with Section 38086 of the Senate Bill 1413 (Stats. 2010, ch. 558) of the Education Code that requires that school districts provide access to free, fresh drinking water during meal times in the food service areas of the schools under the school districts' jurisdiction due to fiscal constraints; and

Whereas, having documented impaired access and Palermo Union School District is unable to provide adequate access due to disrepair and/or inefficient distribution systems on the school's campus and cannot provide free, fresh, drinking water due to fiscal constraints; and

Now, therefore, be it resolved and ordered, that Palermo Union School District is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

Be it further resolved and ordered, that the Superintendent or designee, is hereby authorized and designated to sign, for and on behalf of Palermo Union School District, the funding agreement for the Project and any amendments thereto; and

Be it further resolved and ordered, that the Superintendent or designee, is hereby authorized and designated to represent the Palermo Union School District in carrying out the District's responsibilities under the funding agreement, including approving and signing invoices and requests for reimbursement of Project costs.

Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the Palermo Union School District, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the District's governing board at the meeting thereof held on January 23, 2019.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Debbie Hoffman  
President, Board of Trustees

\_\_\_\_\_  
Kathleen Andoe-Nolind  
Superintendent

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**INTEROFFICE MEMORANDUM**

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**To:** Board of Trustees  
Kathleen Andoe-Nolind, Acting Superintendent

**From:** Ruthie Anaya, Chief Business Official

**Subject:** **Contract with JEG for Erate Services**

**Date:** 1/17/2019

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Presented for your review and consideration is the annual contract with JEG Consulting for Erate Services. Jim Galloway, consultant, prepares all of the required forms for the District's Erate application. Each year the District applies for and receives approximately \$50,000 in Erate monies. These monies are specifically allocated to the cost of providing internet connection services, telephone services and equipment necessary to provide internet access to our classrooms.

The Erate process is a very time consuming and technical process. Jim Galloway has become an expert in the process and provides his service at a small cost to the District.

JEG CONSULTING  
E-RATE SERVICES CONTRACT FOR 2019-2020

THIS AGREEMENT is made and entered into this 23rd day of January, 2019 in the County of Butte, State of California, by James Galloway the sole proprietor of JEG Consulting , and Palermo Union School District hereinafter called the "District".

WITNESSETH:

WHEREAS, the District is pursuing E-Rate discounts to help fund the Technology Project(s)

WHEREAS, the District has determined that it has a need to enter into this Agreement with JEG Consulting for the E-rate application services described herein;

NOW THEREFORE, it is mutually agreed by the parties hereto, as follows:

**Article 1. Contract with JEG Consulting:** The District hereby contracts with JEG Consulting to perform the necessary E-rate application services as hereinafter set forth.

**Article 2. JEG Consulting Services and District Responsibilities:**

JEG Consulting hereby agrees to perform the following E-rate application services set forth to the satisfaction of the District and described in Attachment A: The district agrees to provide the information required by the dates shown in Attachment A.

**Article 3. JEG Consulting Fee:** The District shall pay JEG Consulting for the performance of E-rate application services for (Phase 1), and (Phase 2). The total contract amount is three thousand five hundred dollars, (\$3,500).

**Article 4. Payments:** Payment of JEG Consulting fees shall be made pursuant to the following schedule after receipt and approval by district of such reports as District may specify to verify the satisfactory performance by JEG Consulting of the work to which each payment pertains. One thousand seven hundred fifty dollars (\$1,750.00) will be paid upon completion of the form 471 applications and item 21 submittals. The balance (\$1,750.00) will be paid upon the notice of acceptance from the SLD of the form 486 for all funded applications or May 30, 2020 which ever come first. All invoices due and payable net 30 days.

**Article 5. Time of performance and Term of Agreement:** The services called for under this agreement shall be provided by JEG Consulting during the period commencing on the date of the contract and ending upon completion of the project.

**Article 6. Employee Benefits, Hold Harmless:** JEG Consulting is a single person entity, therefore employee Benefits are not an element of this agreement. JEG Consulting agrees to

## E-rate Application Services Contract

indemnify and to hold free and harmless the District, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

**Article 7. Worker's Compensation Insurance:** Since JEG Consulting is a single person entity/sole proprietorship, therefor there is no need to provide or hold the District accountable for any items in the area of workers compensation insurance.

**Article 8. Confidentiality and Use of Information:** JEG Consulting shall hold in trust for the District, and shall not disclose to any person, any confidential information. The District shall keep confidential information which is related to JEG Consulting research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. JEG Consulting shall advise District of any and all material used, or recommended for use by JEG Consulting to achieve the project goals, that are subject to any copyright restrictions or requirements.

**Article 9. Administrator of Agreement:** This Agreement shall be administered on behalf of the District. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Attn: Ruth E Anaya, Business Manager 7390 Bulldog Way, Palermo CA. 95968

For JEG: Attn: James E. Galloway, 115 Edgemont Drive, Oroville, CA. 95966

**Article 10. Ownership of Work-Product:** All products of work performed pursuant to this Agreement will be the sole property of the District except JEG Consulting proprietary information/products.

**Article 11. Information provided to SLD, other parties, procurement:** The District is solely responsible for the application information provided to the SLD, any suits or legal action by the SLD or other parties as a result of this application process is the responsibility of the District. Examples of this, but not limited to, may be related to fraudulent information provided to the SLD during the application process. It is the District responsibility to ensure District, SLD, and State procurement and bidding processes are followed.

**Article 12. Termination of Agreement:** The District may terminate this Agreement and will be relieved of all obligations under this Agreement should JEG Consulting fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, JEG Consulting shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments therefore made, as determined by the District. JEG hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

**Article 13. Termination:** The district or JEG Consulting may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the District as provided in this section, JEG Consulting shall be entitled to receive compensation for any satisfactory work, as determined by the District, completed up to the receipt by JEG Consulting of notice of termination and the effective date of termination pursuant to specific request by the District for the performance of such work.

E-rate Application Services Contract

**Article 14. Status of JEG Consulting:** It is agreed that District is interested only in the results obtained from service hereunder and that JEG Consulting shall perform as an independent contract with sole control of the manner and means of performing the services required under this Agreement. JEG Consulting shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of JEG Consulting and which shall not be subject to control or supervision by the District except as to the results of the work. JEG Consulting is, for all purposes arising out of this Agreement, an independent contractor and JEG Consulting shall not be deemed an employee of the District for any purpose. It is expressly understood and agreed that JEG Consulting shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits..

**Article 15. Alternations or Variance.** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

**Palermo Union School District:**

**District Representative:** Ruth E Anaya, Business Manager

**Signature:** \_\_\_\_\_

Date:        /        /2019

**JEG Consulting:**

**JEG Representative:** Owner, Sole Proprietor, James E. Galloway

**Signature:** \_\_\_\_\_

Date:        /        /2019

**JEG Consulting  
Attachment "A"  
E-rate Application Scope of Work Definition**

The following describes the deliverables and the responsibilities for JEG Consulting and the District:

**JEG Consulting will:**

1. Advise District regarding eligible services.
2. Consult with the district and then construct and post the request for services on the web.
3. Complete FCC form 470s
4. Complete FCC form 471s
5. Troubleshoot problems on submitted applications with District and SLD for form 470s and 471s
6. Advise on structure of filing form 470s, 471s to maximize discounts
7. Work with the district to answer questions from the PIA/SLD pertaining to their applications.
8. Completely explain and educate District representative (s) the application process when requested
9. Advise District on documentation for SLD application, i.e. inventory
10. Provide a Documentation Binder with copies of all 470/471 Applications files, in addition, any other documentation developed by JEG Consulting to assist in the application process.
11. Complete FCC form 486 as services are approved.
12. Complete FCC form 472 for those services which require this form.
13. Complete for 500 as required.
14. Services other than those listed such as Item 25 reviews, service substitutions, cabling design, cabling job walks, technology plan review will be provided on an hourly basis if desired by the district.

**The District will:**

1. Appoint a person responsible for interaction with JEG Consulting.
2. Meet with JEG Consulting to identify the Internal Connections (cabling, equipment, phone systems etc), funding requests for the upcoming year, (if applicable).

3. **Provide the total student population and the AFDC or Free and/or Reduced Price Meal counts by school from the October count. This information needs to be provided to JEG Consulting by November 15, 2018. JEG will need a copy of the form sent to the state for meal reimbursement. If there is more than one school represented on the reimbursement form the district will provide JEG with a separate letter signed by the Superintendent which lists each school showing the total number of students, the number of students qualifying for free lunch and those qualifying for reduced lunch.**
4. **The district will provide JEG with a complete copy of all data bills for the month of October. Provide requested information in electronic form if possible.**
5. Assist with troubleshooting problems on submitted Form 470/471 applications
6. Assist and Review RFP for Posting (web and written specifications) to make sure they meet District guidelines and requirements
7. Maintain inventory information per SLD requirements.
8. Maintain all records related for at least 10 years from the last date of service.

Palermo Union School District  
Transportation Safety and Procedure Plan



# Palermo Union School District Transportation Safety and Procedure Plan

The Transportation Department of Palermo Union School district has the duty and the responsibility to transport students to and from school and school activities. This department, in accordance with AD 1297 and for the continuing safety and protection of its students, has prepared this safety and procedure plan in order to insure these goals. The provision of this plan include:

- **Loading and unloading procedures at regular stops, field trips, lunch stops, etc**

- Driver's Procedure for Approaching a Bus Stop
- Student Conduct and Discipline
  - Student Guidelines for the Bus Stop
  - Safe Loading and Unloading Procedures
  - Rules of Conduct on the School Bus
  - Discipline Process
- General Rules for Drivers and Passengers
- Parental Responsibilities
- School Bus Danger Zones

- **Emergency/Evacuation Training**

- **Special Education Procedures and Safety Provisions**

- Transporting Students with Special Needs
- Transporting Children in Wheelchairs
- Wheelchair loading/ unloading procedures
- Wheelchair Safety and Special Equipment
- Confidentiality Requirements
- Use of School Bus Contactors Services For Special Ed. Students

- **Palermo Union School District Emergency Dismissal Procedures**

- **Atmospheric Conditions**

- **Field Trips**

- **Procedures For Severe Weather Condition**

- The Decision to Evacuate the Bus
  - Flooding
  - Lightening
  - High Winds
  - Low Visibility
  - Tornado

- **Hijacking and Kidnapping Procedures**

- **Unauthorized Enter**

- **Other General Rules and Provisions**

- Mechanical Breakdown
  - Prior Notification of Change of Address
  - Special Driver Training and Testing
  - GPS Tracking & Audio/Video Surveillance
  - Idling

## **Loading and Unloading Procedures**

In accordance with 13 CCR 1238, VC 22504 (c), and VC 22112, the following procedures have been established to ensure student safety in all aspects of being transported to and from school. Additionally, the Palermo Union School District Governing Board has adopted rules and regulations to assist students in understanding their responsibilities while riding the buses of the School District. These rules will assure safe and proper travel to and from school and are to be observed when waiting at bus stops and while riding the bus.

### **Driver's Procedure for Approaching the Bus Stop:**

Before loading and loading, consider the following when positioning the vehicle...

- 1) Activate amber warning lights 200 feet before the bus stop
- 2) Activate the turn indicator 100 feet before the bus stop
- 3) Upon coming to a complete stop, engage the park prake, activate the Red lights, and place the transmission in park or neutral. VC 22112 states that "the driver shall operate the flashing red signal lights and stop arm, as required on the school

bus, at all times when the school bus is stopped for the purpose of loading or unloading pupils." These lights shall be activated before the door is opened.

- 4) Any time a driver leaves the driving compartment while students are aboard, he/she is required to turn off the engine, set the park brake, removed the keys from the ignition, and retain possession of the keys.
- 5) If a Red Light Crossover is to be performed, the driver must use the hand held stop sign to regulate traffic as students cross the street between the front of the bus and the driver.
- 6) The driver shall ensure the safety of pupils and pedestrians before setting the bus in motion.

All "Red light Crossovers" will be determined according to a student's address and the specific route to which that student has been assigned.

### **Student Conduct and Discipline**

Students will behave appropriately as school bus passengers in order to assure safe travel. As stated in 5 CCR 14103, pupils transported in a school bus are under the authority of, and directly responsible to the bus driver.

#### **5 CCR 14103**

(a) Pupils transported in a school bus or in a school pupil activity bus shall be under the authority of, and responsible directly to, the driver of the bus, and the driver shall be held responsible for the orderly conduct of the pupils while they are on the bus or being escorted across a street, highway or road. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a pupil to be denied transportation. A bus driver shall not require any pupil to leave the bus enroute between home and school or other destinations.

(b) Governing boards shall adopt rules to enforce this section. Such rules shall include, but not be limited to, specific administration procedures relating to suspension of riding privileges and shall be made available to parents, pupils, teachers, and other interested parties.

### **Student Guidelines for the Bus Stop**

1. Be at their scheduled bus stops 5 minutes prior to the arrival of the bus. The bus driver cannot wait for late students.
2. Always pay attention to the traffic around you when walking to or waiting for the bus.
3. Walk to and from the bus stop in an orderly manner, without damaging property, disturbing the peace, or endangering themselves or others.
4. Be quiet and orderly while waiting for the bus. There should be no horseplay while walking to or waiting at the bus stop.

5. Form an orderly line at least 12 feet away from the location where the bus makes a full stop. Do not move or walk towards the bus until the bus has stop and the driver has opened the door.
6. If the bus is at the bus stop and you are on the wrong side of the road, you must wait to be escorted across the road by the bus driver.

**Important:**

The Red lights DO NOT allow students to cross the roadway or highway unless the driver has positioned themselves upon the roadway, ensured traffic has stopped and that the roadway is safe for pupils to cross, and the driver has verbally instructed pupils that it is safe to cross the roadway. Students must cross the road between the front of the bus and the driver.

7. Never talk to strangers when walking to or waiting for the bus. Report any suspicious persons to your bus driver.
8. Students must ride their regularly assigned bus, unless they have written permission signed by a parent or guardian and the approval by the school office.

### **Safe Loading and Unloading Procedures**

Procedures for all pupils to follow as they board and exit the school bus at schools, school bus stops, or trip destinations.

- 1) Students shall follow the instructions of the school bus driver, who is in charge at all times.
- 2) Students shall board and exit the school bus only at bus stops designated by the school district Superintendent or Superintendent's designee.
- 3) Students shall not approach the school bus to board it, or leave their seats to exit it, until the bus comes to a complete stop and the front entrance door has been opened.
- 4) Students shall board and exit the school bus in an orderly manner.
- 5) Students who require escort pursuant to section 22112 of the Vehicle Code shall:
  - \* Wait for the bus driver to exit the bus first.
  - \* After exiting the bus, cross the roadway only when the bus driver verbally instructs them to do so.
  - \* Walk straight across the roadway between the bus driver and the front of the bus.
  - \* After crossing, stay clear of the roadway.
- 6) Students who do not require escort pursuant to section 22112 of the Vehicle Code shall:
  - \* In an orderly manner, immediately leave the vicinity of the school bus.
  - \* Stay clear of the roadways.

## Rules of Conduct on the School Bus

- 1) Students are to follow the instructions of the driver; no insolence or disrespect will be tolerated and shall be subject to suspension of riding privileges.
- 2) Students will identify themselves upon the request of the bus driver.
- 2) Do not use profane language, obscene gestures, or create distractions that may affect the driver's ability to operate the bus safely.
- 3) Help keep the bus free of litter by not eating or drinking on the bus unless authorized by the driver.
- 4) Remain seated, facing forward with legs, feet and other objects clear of the aisle while the bus is in motion. Keep all parts of the body inside the bus at all times.
- 5) Avoid all abusive body contact while at the bus stop and while on the bus. Fighting at the bus stop or on the bus may result in an immediate suspension of riding privileges.
- 6) Remain quiet at railroad crossings.
- 7) Do not throw anything inside the bus or out the windows. (Throwing objects in or out of a school bus will receive an automatic 3<sup>rd</sup> violation)
- 8) No tampering with the controls, emergency exits or other equipment on the bus or engaging in actions which may endanger the safety of others.
- 9) Students are not allowed to bring pets, rodents, bugs, or animals of any kind on the bus. The only exception to this requirement pertains to certified guide/service animals.
- 10) Hazardous or destructive objects of any kind (i.e. firearms, weapons, glass objects or containers, explosives, sharp or pointed objects, lighters or matches) are not allowed on the bus.
- 11) Students are required to wear the passenger restraints (seat belts) if the bus is so equipped. (ED 38047.6)

## Discipline Process

Any student who breaks the rules and/or regulations of the Transportation Department may receive a "Bus Conduct Report" and may be denied transportation. It is important to remember that pupils have responsibilities which they must meet if they are to retain the privilege of riding a school bus.

**First Citation** - Warning by the Principle, notification of parent, punishment may be administered.

**Second Citation** – Student may ride home that night, but will not be permitted on any bus for three (3) school days.

**Third Citation** – Exclusion from riding any bus for the remainder of the school year unless reinstated by the Principle.

(Throwing objects on the bus receives an automatic 3<sup>rd</sup> violation)

**Fourth Citation** – Automatic Exclusion from riding ANY bus for ANY reason. (Minimum exclusion shall be until the last day of the trimester following the trimester in which the exclusion occurred.)

An appointment for consideration of reinstatement may be scheduled with the Principle by calling your school site.

For cases of severe misconduct, students may be assigned additional discipline as determined by the superintendent, his/her designee, or the school principal.

## **General Rules for Drivers and Passengers**

The bus driver will make every effort to arrive at the bus stop at the schedule time for pick up. If the bus arrives early, the driver will wait until the schedule time before departing. In order to remain on schedule, the driver cannot wait at any stop beyond the schedule pick up time.

Take home times are considered more flexible than pick up times, and it is possible that some students might be delivered to their stops earlier than scheduled. This could occur when a driver gains time by bypassing bus stops of absent students.

The bus driver has the authority to assign students to specific seats as deemed necessary.

Bus drivers are required by law to load and discharge passengers only at authorized stops as listed on scheduled home-to-school or school-to home routes or other trip destinations. Buses are not allowed to stop at any place other than a designated school bus stop. Parents should not flag down or drive in front of a bus in order to stop it.

If a student is hesitant or reluctant to get off the bus at his or her stop, the student will not be forced to get off. The student will then be returned to school and every attempt will be made to notify parent.

## **Parental Responsibilities**

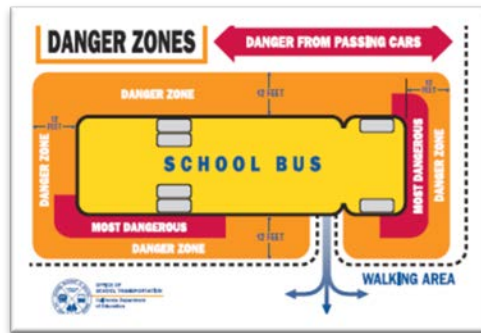
Parental involvement is important for safe transportation of students to and from school, activity trips, and sport trips.

As a parent, he/she has the responsibility to:

- Understand transportation policy.
- Communicate these rules and consequences to his/her child
- Communicate safety concerns to the driver, transportation officials, and school administration.
- Ensure that his/her child arrives safely and on time to his/her designated stop and proceeds directly home after being dropped off at the conclusion of the school day.

## School Bus Danger Zones

The areas closest to the perimeter of the bus are called the danger zones. Students are directed to be no closer than twelve (12) feet to the bus, except when loading and unloading. The vast majority of school bus accidents and injuries to students occur outside the bus in this danger zone. If a student drops papers, lunch boxes or other objects while loading or unloading from the bus the student must get the attention of the driver. Students NEVER GO UNDER OR NEAR THE BUS TO RETRIEVE PAPER OR OTHER OBJECTS as the driver may not be able to see a student in one of these locations.



## Emergency/Evacuation Training

In order to insure that students are prepared to respond if an emergency occurs while riding the school bus, ED 39831.5 requires all students to receive emergency and evacuation training at least 1 time per each school year

39831.5. (a) All pupils in prekindergarten, kindergarten, and grades 1 to 12, inclusive, in public or private school who are transported in a schoolbus or school pupil activity bus shall receive instruction in schoolbus emergency procedures and passenger safety. The county superintendent of schools, superintendent of the school district, or owner/operator of a private school, as applicable, shall ensure that the instruction is provided as follows:

(1) Upon registration, the parents or guardians of all pupils not previously transported in a schoolbus or school pupil activity bus and who are in prekindergarten, kindergarten, and grades 1 to 6, inclusive, shall be provided with written information on schoolbus safety. The information shall include, but not be limited to, all of the following:

- (A) A list of schoolbus stops near each pupil's home.
- (B) General rules of conduct at schoolbus loading zones.
- (C) Red light crossing instructions.
- (D) Schoolbus danger zone.
- (E) Walking to and from schoolbus stops.

(2) At least once in each school year, all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, who receive home-to-school transportation shall receive safety instruction that includes, but is not limited to, proper loading and unloading procedures, including escorting by the driver, how to safely cross the street, highway, or private road, instruction on the use of passenger restraint systems, as described in paragraph (3), proper passenger conduct, bus evacuation, and location of emergency equipment. Instruction also may include responsibilities of passengers seated next to an emergency exit. As part of the instruction, pupils shall evacuate the schoolbus through emergency exit doors.

(3) Instruction on the use of passenger restraint systems, when a passenger restraint system is installed, shall include, but not be limited to, all of the following:

- (A) Proper fastening and release of the passenger restraint system.
- (B) Acceptable placement of passenger restraint systems on pupils.
- (C) Times at which the passenger restraint systems should be fastened and released.
- (D) Acceptable placement of the passenger restraint systems when not in use.

(4) Prior to departure on a school activity trip, all pupils riding on a schoolbus or school pupil activity bus shall receive safety instruction that includes, but is not limited to, location of emergency exits, and location and use of emergency equipment. Instruction also may include responsibilities of passengers seated next to an emergency exit.

(b) The following information shall be documented each time the instruction required by paragraph (2) of subdivision (a) is given:

- (1) Name of school district, county office of education, or private school.
- (2) Name and location of school.
- (3) Date of instruction.
- (4) Names of supervising adults.
- (5) Number of pupils participating.
- (6) Grade levels of pupils.
- (7) Subjects covered in instruction.
- (8) Amount of time taken for instruction.
- (9) Bus driver's name.
- (10) Bus number.
- (11) Additional remarks.

The information recorded pursuant to this subdivision shall remain on file at the district or county office, or at the school, for one year from the date of the instruction, and shall be subject to inspection by the Department of the California Highway Patrol.

The Field Trip safety instructions must be presented prior to each trip, even though some groups may have heard the safety instructions before.

During darkness, the driver shall ensure that the interior lighting is sufficient for passengers to enter and exit safely and whenever otherwise deemed necessary.

## Special Education Procedures and Safety Provisions

When the IEP team determines that a child is eligible for special education (EC 56031), the parent and school staff will identify the student's proper placement, goals, and objectives to help identify annual progress. Related services are identified, and any special transportation services needed for the student to gain access to an education are written into the IEP. When transportation is identified in the IEP as a related service, school bus transportation is provided.

It is important to recognize, therefore, that a student's success is dependent upon maintaining positive communication, cooperation, and collaboration between parents, teachers, and the school bus driver.

### Transporting Students with Special Needs

Transporting students with special needs requires appropriate care and concern. The process for loading/unloading a student will follow the above procedures, and will include assisting a student as needed.

The driver will utilize the 8 way Waring Light System when loading/unloading a special need student in accordance with VC 22112. According to VC 22112 (e) 1, the 8 way warning light system must not be activated in the following locations:

- (1) Schoolbus loading zones on or adjacent to school grounds or during an activity trip, if the schoolbus is lawfully stopped or parked.
- (2) Where the schoolbus is disabled due to mechanical breakdown. The driver of a relief bus that arrives at the scene to transport pupils from the disabled schoolbus shall not activate the amber warning light system, the flashing red light system, and stop signal arm.
- (3) Where a pupil requires physical assistance from the driver or authorized attendant to board or leave the schoolbus and providing the assistance extends the length of time the schoolbus is stopped beyond the time required to load or unload a pupil that does not require physical assistance.

The PUSD Transportation Department will route special needs buses to pick and drop off on the right side only.

Parents should have students ready for AM pick up 5 minutes prior to the stop time.

Parent must notify transportation daily if students are not going to school because of illness or any other cause. If student does not ride the bus for three days, the school bus will cease servicing the stop until the parent/guardian calls transportation to restart services.

Many special education students must be met by a responsible adult. If no one is available to meet the student, the bus driver completes the route and returns to the stop, attempts to contact the parent, takes the student back to school, or if necessary will take the student to the Police Department.

## **Transporting Children in Wheelchairs**

Students, who will be transported in a wheelchair, must be seated in a wheelchair that meets the requirements stipulated in 13 CCR 1293. This regulation requires the following:

Wheelchairs shall be equipped as follows:

- (1) Brakes and Restraining Belt. Wheelchairs shall be equipped with brakes and a restraining belt properly maintained by the owner of the chair. Electric wheelchairs transported on school buses shall be capable of being locked in gear when placed in a school bus or shall have an independent braking system capable of holding the wheelchair in place.
- (2) Batteries. Batteries used to propel electric wheelchairs transported on school buses shall be both leak resistant and spill resistant or shall be placed in a leak resistant container. Batteries shall be secured to the wheelchair frame in such a manner as to prevent separation in the event of an accident.

In order to ensure the greatest level of safety, the Transportation Department recommends that a student be transported in a wheelchair that meets the WC-19 standards.

### **Wheelchair loading/ unloading procedures:**

- 1) Position the bus in order to leave adequate room for deploying the wheelchair ramp and for maneuvering the wheelchair on or off the lift.
- 2) Turn engine off and remove keys
- 3) Open and secure the lift door
- 4) Scan for people or obstructions and then lower the lift to ground level
- 5) Place chair on lift, being careful to ensure that feet, legs, footrest, chair parts, etc. will not be jammed between the vehicle as the lift is moved up or down.
- 6) Stand behind chair on the lift with brake set before lowering or raising the lift.
- 7) After moving the wheelchair off the lift, return the lift to the upright (stow) position, secure the door, and replace the cover before departing the bus stop.

### **Wheelchair Safety and Special Equipment**

- 1) Always set wheelchair brakes while a student is waiting to load/unload the bus, riding the lift, and while being transported. If brakes are faulty, do not transport
- 2) Always make certain that the student is properly fastened within the wheelchair safety belts.

- 3) The wheelchair and student are to be properly secured in the bus with the 7 point system. Four (4) tie downs are to be used to secure the chair and an additional lap and shoulder belt must be used to secure the student.  
After removal of the wheelchair, the tie downs, lap, and shoulder belts must be secured to the vehicle in a manner that will prevent hazardous movement during normal operations or in the event of an emergency stop, traffic accident, or vehicle overturn. (13 CCR 1293)
- 4) Properly stow any wheelchair trays, oxygen, or other items accompanying the student.
- 5) Car seats must meet federal safety standards and be properly secured within the vehicle.
- 6) Safety vests must meet federal safety standards and be properly secured within the vehicle.
- 7) Students should be loaded/unloaded by the driver. Teachers, aides, and parents should not be allowed to buckle the student, affix tie downs, or operate the lift.
- 8) Students are not to be left unattended on buses.

### **Safety Reminders**

- 1) Never lift a student by his or her safety vest
- 2) Never lift a child by either both or one arm
- 3) Never lift a child who is too heavy for you.

### **Special Problems**

If you are driving a bus with special education students and are hijacked, attempt to explain the following to your captors: the special care, medication, and nature of the students aboard the bus.

### **Confidentiality Requirements**

The IDEA (34 CFR 300.560) and the Education Code (EC 56347) require that information in the IEP (even if confidential) shall be made available to related service providers to transport students safely. School bus drivers are school officials who perform the IEP-mandated transportation-related service. Information on the handicapping condition, medical/health issues, and other personal characteristics is provided to transportation staff to assist in the orderly and safe transportation of a student protected by the provisions of the Family Educational Rights and Privacy Act (FERPA). Transportation staff shall be trained regarding confidentiality requirements.

## Use of School Bus Contactors Services for Special Ed. Students

If it is determined that student needs to be transported out of town for special services, the District may use a School Bus Contractor under the following conditions:

- 1) The bus contractor must meet all Federal guidelines for drug and alcohol testing.
- 2) The contractor meets the same criteria outlined in the District's Safety Plan.
- 3) It is determined that it is logistically impossible for the transportation department to provide this service

## Palermo Union School District Emergency Dismissal Procedures

School closure decisions are made after considering the safety of Palermo staff and students. Other factors which affect the decision to close are, weather conditions, power outage, flooded or icy streets, damage to a school, and other considerations. The Superintendent or his/her designee is responsible for making any decisions pertaining to school closures. The decision is made after consulting with various agencies and our personnel.

Schools are designated as "safe" havens for many emergencies. Students are perhaps more safe at school than in other structures. In the future, on stormy days, students will remain at school for the duration unless parents pick them up. If buses cannot run, then the media will be informed so that parents will know they must pick up their students. Under most circumstances, no child will be sent home at a different than normal time by the buses.

If the decision is made to close school, stations mentioned below will be informed. Principals and managers will also be informed.

KCPM (Channel 23), KHSL (Channel 12), KRCR (Channel 7), and radio stations KYIX, KORV, KPAY, and KALF.

## Atmospheric Conditions

Atmospheric Conditions: According to VC 34501.6, "the governing board of a local educational agency that provides for the transportation of pupils shall adopt procedures that limit the operation of school buses when atmospheric conditions reduce the visibility on the roadway to 200 feet or less during regular home to school transportation. Policies for atmospheric conditions shall give school bus drivers discretionary authority to discontinue school bus operation if the driver determines that it is unsafe to continue because of reduced visibility."

## Field Trips

While on special trips, field trips, or sport trips, bus drivers will require all students to leave the bus at one time. Students will be required to take everything needed upon exiting the bus, and will not be allowed back on the bus until the completion of the trip when boarding is required for returning back to the school.

No bus driver will leave a field trip site without accounting for all passengers. Care must be taken to ensure that no student is left behind at the field trip site.

The school bus driver has the final authority to decide when he/she must leave the field trip site.

No student shall be transported by parents/guardians/staff members to and/or from an off-site activity in a vehicle other than a Palermo Union School District vehicle, or properly chartered vehicle unless all of the criteria of Board Policy #6153(c,d) are met.

When District transportation is provided, students may be released from using District transportation for the return trip, only with the written permission of their parents/guardians, and the approval of the site administrator.

## Procedures For Severe Weather Condition

Because a school bus driver may encounter severe weather conditions throughout the school year, the following procedures have been established in order to ensure the safety of students.

If a driver is caught in severe weather conditions, the 1<sup>st</sup> step of ensuring safety is to slow down

### The Decision to Evacuate the Bus

Most often, student safety and control are best maintained by keeping students in the bus during an emergency and/or impending crisis situation. However, if remaining in the bus exposes students to greater risk or injury, then the decision to evacuate the bus must be promptly enacted. A decision to evacuate students should include consideration of the following conditions:

- A. Is there a fire involved?
- B. Is fuel leaking?
- C. Might the bus roll or tip, thereby causing further threat to safety?
- D. Is the bus likely to be hit by other vehicles?

- E. Is the bus stranded on railroad tracks?
- F. Is the bus likely to slide down a cliff or drop off?
- E. Is the bus in the direct path of a sighted tornado or other natural disaster, such as rising water?
- F. Would evacuating students expose them to speeding traffic, severe weather or other dangerous environment?
- G. Considering the medical, physical and emotional condition of the students, does staying in the bus or evacuating the bus pose the greater danger to the student's safety?

If unexpected weather conditions present a hazardous situation or a driver is unable to reach a safe location, the driver:

1. Should pull the bus well off of the roadway to a safe location and stop the vehicle. Select a location that is away from trees, electric lines and poles.
2. Should turn on 4-way emergency flashers in order that other motorists can see that the bus is stopped.
3. Should assess if student safety will be best maintained by remaining on the bus or by evacuating the bus.

## Flooding

Never attempt to drive through flood waters. If the bus route crosses small streams or runs along a river and flood waters are encountered, seek an alternate route or return to school.

Do not enter road sections that cannot be seen beneath the water. They may be undermined or the water may be deep enough to stall the bus.

Never enter flooded underpasses.

If water appears to be flowing across the road, do not proceed. The bus could act as a barrier and the water could lift and move it.

If water is flooding over or around a bridge, do not cross it; the foundation of the bridge may be compromised and the bridge could collapse from the weight of the bus.

Water levels can rise rapidly. The force of flowing water on a vehicle is very powerful and a foot of water may be all it takes to push a vehicle into deeper waters or flip it over.

Water on brake drums will reduce braking efficiency. A light application of the brakes can prevent excessive water between the drum and brake pads. During excessively wet conditions or after passing through standing water, it may be necessary to apply the brakes slightly for a short distance to dry them out and restore normal braking.

If the driver is caught in an unavoidable situation, seek higher ground immediately. If the bus stalls and the water is rising, abandon the bus and take the students to higher ground before the situation gets out of control.

However, the depth and swiftness of the water must be carefully considered before evacuating students. Remaining on the bus may be less dangerous than having students traverse through moving water in an effort to reach a safer location.

## Lightening

All thunderstorms produce lightening, by definition. If you can hear thunder, you are close enough to the storm to be struck. Take proactive actions. It need not be raining. Lightening can strike 10 to 15 miles away from the rain portion of the storm.

If caught in a lightning storm, students should remain in the bus with the windows rolled up.

When unloading during lightning, get as close as possible to the structure the student intends to enter.

Important warning:

If you feel your hair stand on end, you are in immediate danger of being struck. Unless you can instantly jump inside a shelter, drop to a crouching position, bending forward and keeping your feet close together with your hands on your knees. The object is to be as low to the ground as possible and yet have as little of your body touching the ground.

If in a group of people, spread out, keeping several yards apart from each other.

First Aid:

If a person is struck by lightning, check to see if the person is breathing. If not, begin mouth to mouth resuscitation. If no pulse is present, begin CPR. Lightning often has a paralyzing effect that is temporary. Even though a person appears to be dead, they may be resuscitated. Victims may experience temporary paralysis of legs, be stunned and disoriented, or have burns on their body. Give first aid for shock and stay with the victim until help arrives.

## High Winds

Strong winds can affect the handling of a school bus. It may be harder to steer and stay within the lane of travel during high winds. Wind gusts can push on the side of the bus, causing it to thrust sideways. Overcompensated steering can cause the bus to tip over or leave the lane of travel.

Strong winds increase just prior to, and in the beginning of a change in weather. During thunderstorms, dust storms, and blizzards, visibility can be severely impaired. Wind may blow around debris that can hit the bus causing damage or injuries.

### If caught in strong winds:

- 1) Slow down to lessen the effect of wind on the school bus
- 2) Keep a firm grip on the steering wheel.
- 3) Anticipate gusts. Expect the wind to be worse in higher and more exposed places. Such as:
  - a) Crossing bridges and overpasses
  - b) Crossing between hills
  - c) Exiting tunnels
  - d) Open straight-aways
  - e) Passing high-profile vehicles
- 4) If weather conditions present a serious hazardous situation (i.e. flying debris, etc.) or a driver is unable to reach a safe location, the driver:
  - a) Should pull the bus well off of the roadway to a safe location and stop the vehicle. Select a location that is away from trees, electric lines and poles.
  - b) Should turn on 4-way emergency flashers in order that other motorists can see that the bus is stopped.
  - c) Should notify the transportation office of your location and reason for stopping
  - d) Should, when circumstances warrant, have the students protect their head by lowering their face against their upper legs so that they are below the window level. Students should cover their faces with a jacket, book, etc. to protect themselves from flying debris.
  - e) Should assess if student safety will be best maintained by remaining on the bus or by evacuating the bus.

## Low Visibility

Encountering fog, dust, haze and other similar elements can result in a driving condition of low visibility. Statistically, driving in heavy fog is the most dangerous driving hazard. Driving in conditions of extreme low visibility is like driving a vehicle blindfolded. Drivers must be extremely cautious when encountering conditions of low visibility.

The best option in extremely low visibility is to wait it out. It is better to get students to school later as opposed to taking a risk.

If driving in conditions of low visibility, keep the following safety tips in mind:

- 1) Slow down and allow extra time to reach your destination.

Keep an eye on the speedometer. Studies show that some drivers acclimate themselves to foggy conditions and unconsciously increase their speed over time.

A proper speed is determined by the ability to stop the bus within  $\frac{1}{2}$  the distance visible to the driver

- 2) Make the vehicle visible to others by using the low-beam headlights since this means the taillights will also be on. Use fog lights if the vehicle is so equipped.

Never use high-beam lights. Using high beam lights causes glare, making it more difficult to see what is ahead.

- 3) Do not rely on vehicles in front of the bus to guide one's driving. The vehicle in front may not be on the right side of the road at all.
- 4) Leave plenty of distance between the bus and the vehicle in front in order to account for sudden stops or changes in the traffic pattern.
- 5) Use the right edge of the road (aka fog line) as a guide rather than the center line, to avoid running into oncoming traffic or becoming distracted by their headlights.

In extremely dense fog where visibility is near zero, the best course of action is to first turn on the hazard lights, then simply pull into a safe location such as a parking lot of a local business and stop.

If there is no parking lot or driveway to pull into, pull the vehicle off to the side of the road as far as possible. Upon coming to a stop, turn off all lights except your hazard flashing lights, set the emergency brake, and take your foot off of the brake pedal to be sure the tail lights are not illuminated so that other drivers don't mistakenly run into the bus.

If mechanical failure occurs in a condition of low visibility and a safe location cannot be reached:

- 1) Attempt to move the bus off the road as far as possible.
- 2) Activate hazard flashers to warn approaching vehicles
- 3) Carefully consider evacuating students to a safe distance away from the bus if it is likely to be involved in a roadside collision..

## Tornado

If there is a **tornado watch** the district should monitor for the changing status of the weather. Drivers should continue their route under extreme caution and monitor their 2-way radio for changing conditions.

If there is a **tornado warning** at dismissal time, the school should hold the children until the warning is lifted. Drivers should wait inside the school with the children.

If drivers are already on their route and become aware that a tornado warning has been issued they should proceed to the nearest educational facility or other shelter and take the students inside. Drivers need to be aware of schools, and alternate sites such as fire stations, public buildings, emergency shelters, or places of safety located on their route. If feasible notify dispatch of your shelter location. Drivers and students should remain in the shelter until the warning is lifted.

If caught in the pathway of a tornado and must evacuate the bus before reaching a place of safety:

- 1) Park the bus downwind
- 2) Evacuate students to a ditch or ravine approximately 200' from the bus. Assist students in lying face down with their hands over their heads. Make sure students are far enough away from the bus so that it cannot roll over on them.
- 3) When the tornado is over, check for injuries or shock
- 4) Contact the district office and/or transportation office for further instructions.
- 5) Complete the route only when it is safe to do so

## Additional Considerations:

- 1). Do not allow students off of the bus to move trees, limbs, cables, or power lines.
- 2) Do not allow students to disembark the bus if there are power lines down in the area.
- 3) Contact the District Office or Transportation Office if the bus cannot be moved due to blockage of the roadway.

## Hijacking and Kidnapping Procedures

In the past, school buses have been hijacked both by a student aboard the bus and by individuals who were not passengers. Consequently, this is a subject that must be addressed.

The following classifications identify the various causes for which hijacking or kidnapping occurs:

- Predation:** Kidnapping for money or personal gain  
**Pathological:** Abduction for homicidal, suicidal, or sexual motives  
**Political/Social:** Hostage taking as a means of securing political, social, or personal objectives.  
**Escape:** Abduction as a means of escaping capture or escaping confinement by legitimate authority.

### If Hijacked:

Although the likelihood of being hijacked is minimal, the following provides guidelines for the bus driver to enact when facing such events:

- 1) If possible, initiate the notification plan designed for this purpose.
- 2) The first 15 to 45 minutes are the most dangerous for all concerned.
- 3) Don't be a hero. Accept your situation and be prepared to "wait" until help arrives.
- 4) Try to appear calm and this will calm your passengers and the stressful situation will be diffused.
- 5) Follow the instructions of your captor (s). The longer you are together, the less likely you are to be hurt by the captor(s).
- 6) Don't speak unless you're spoken to or only when necessary. Try to be friendly if possible, but not phony.
- 7) Don't make suggestions to captor(s). If your suggestion goes wrong, he or she may think you planned it that way.
- 8) Don't try to escape unless you are the only hostage. Be certain that you can make good your escape before trying it.

- 9) If you have the opportunity, ask your captors to permit you to give necessary instruction to the pupils. If you are firm and calm, your passengers will be more likely to follow your instructions.
- 10) If anyone needs special medication, inform your captor(s).
- 11) Be observant of everything you see and hear. Try to memorize the number of captors, their description and conversations, weapons carried, etc, also numbers and identities of other hostages. You may be released and your information will help the police.
- 11) If you are permitted to speak on the phone, you should follow the instructions of your captor very carefully. Be prepared to answer "yes" or "no" only to questions asked by the person with whom you are speaking on the telephone.
- 12) Don't be argumentative to captors or other hostages. Put forth an effort to be cooperative.
- 13) Don't turn your back on your captors unless directed to do so; but don't stare at them either. Eye contact can be good. People are less likely to harm someone that they are looking at.
- 14) Avoid physical resistance. You have little chance of success and may increase the risk of harm of the other hostages.
- 15) Be patient. Even though the police may appear to be doing nothing, they are engaged in a complete program designed to rescue you and your kids unharmed as soon as possible

### **Unauthorized Enter**

WARNING: (EC. 39842, 13 CCR 1256.5) Any person who enters a school bus or school pupil activity bus without prior authorization of the driver or other school official with intent to commit any crime and who refuses to disembark after being ordered to do so by the driver or other school official is guilty of a misdemeanor and is punishable by imprisonment in the county jail for not more than six months, by a fine of not more than one thousand dollars (\$1,000), or by both.

## **Other General Rules and Provisions**

### **Mechanical Breakdown:**

When a school bus is disabled due to a mechanical failure and students are aboard that require transportation, the relief vehicle should drive to the front of and pull in line with and as close to the disabled vehicle as possible. Vehicle Code Section 22112(d) states that a school bus disabled due to mechanical breakdown and/or the relief bus shall not activate the flashing red light system while loading and unloading passengers. The drivers of both vehicles should activate the hazard lights prior to the unloading and loading of passengers.

### **Prior Notification of Change of Address:**

When a student requests a change of address, a 24 hour notice is required for effective change of bus routing. Prior to such notice, parents are responsible for transporting their student. Our rationale is that anytime less than a 24 hour notice to the Transportation Department, may result in students being delivered to the wrong address, thus incurring added risk to the student and added liability to the District.

In the event of a new student registering during the school year, the registration occurs after 10:00am on a school day, the parent is responsible to transport the student the following day. This is due to constraints of time in adding the new student to a route, and possibly a change to that route.

### **Special Driver Training and Testing:**

School bus drivers shall receive the following training:

- \*Necessary first aid practices (VC 12522)
- \*Actions to be taken in the event that a school bus is hijacked (ED 30847)
- \*The proper installation for mobile seating devices in bus securement system for Special Education students (ED 56221)
- \*School bus drivers shall be subject to drug and alcohol testing in accordance with School board policy and requirements of federal law.

### **GPS Tracking & Audio/Video Surveillance:**

All Palermo Union School District buses are equipped with Global Positioning System (GPS) technology. GPS helps ensure all students are safely on route and provides 'real time' locations of all school district buses. Along with GPS technology, the district uses video and audio surveillance systems inside the buses to assist in monitoring student activity and providing students with the safest possible ride.

### **Idling**

When at school, school bus, school activity bus, and any other commercial motor vehicle drivers are required to turn off the engine upon arriving at a school, and restart it no more than 30 seconds before departing. Commercial diesel vehicles are prohibited by law (13 CCR 2485) from idling a vehicle's engine for more than 5 minutes at any location. Parents and visitors must also turn off their engine as soon as they park and must not wait for a student with the engine running generally for more than 5 minutes but 10 minutes in the extreme weather conditions.

## **No Student Left Unattended Procedure SB 1072**

Each school bus, shall be equipped with an operational child safety alert system. A "child safety alert system" is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

Each school bus driver is required to check their bus after each run/route/trip once finished. The driver must physically walk the entire length of the bus checking the interior for sleeping students and articles that may have been left behind before exiting the vehicle. Upon checking the entire bus, the driver is then required to push the child safety alert button in order to confirm that no students are aboard.

### **Bus Driver Training:**

During the last 12 months of the special driver certificate validity, the 10 hours of instruction shall also include the procedures to ensure that a pupil is not left unattended on a school bus, SPAB or youth bus.

### **Consequences for Bus Driver Gross Negligence:**

Public school superintendents and private school owners/operators that provide transportation to or from school or school activities must notify the DMV within five (5) calendar days after ordering and upholding disciplinary action against a driver who was found to have left the immediate vicinity of his or her assigned vehicle with an unsupervised pupil onboard in a manner that constitutes "gross negligence" (defined as the want of even scant care or an extreme departure from the ordinary standard of conduct.) Being reported will be grounds for the DMV to refuse to issue or to revoke a bus driver's certificate.

### **Exception for SPABs Under Limited Circumstances:**

Under the law, a school pupil activity bus is not required to be equipped with an operational child safety alert system if all of the following apply:

(A) The school pupil activity bus is not used exclusively to transport pupils.

(B) When a school pupil activity bus is used to transport pupils, the pupils are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer established by the policies of the school district, county office of education, charter school, or private school.

(C) One adult chaperone has a list of every pupil and adult chaperone, including a school employee, who is on the school pupil activity bus at the time of departure.

(D) The driver has reviewed all safety and emergency procedures before the initial departure and the driver and adult chaperone have signed a form with the time and date acknowledging that the safety plan and procedures were reviewed.

(E) Immediately before departure from any location, the adult chaperone shall account for each pupil on the list of pupils, verify the number of pupils to the driver, and sign a form indicating that all pupils are present or accounted for.

(F) After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.

(G) The driver shall sign a form with the time and date verifying that all required procedures have been followed.

(H) The information required to be recorded pursuant to subparagraphs (D), (E), and (G) may be recorded on a single form. These forms shall be retained by the school district, county office of education, charter school, or private school for a minimum of two years.

## Legal Reference

### EDUCATION CODE

- 38046 Drivers of school pupil activity buses
- 38047 Training in proper actions in event of hijacking
- 38050 Operating bus in violation of order or regulation or without operator's qualification
- 38155-38168 Training required to obtain or renew bus driver certificate
- 39831.3 Transportation safety plan
- 45125.1 Criminal background checks for contractors
- 56221 Adoption of policies

### VEHICLE CODE

- 1808.8 Dismissal for safety-related cause
- 2570-2575 Transportation of students
- 12517 School bus and pupil activity bus driver qualifications; certificates; fees
- 12517.2 Medical report; physical examination
- 12522 First aid training for school bus drivers
- 13376 Driver certificates; revocation or suspension; sex offense prosecution
- 22112 School bus signals; roadway crossings
- 25257 School bus; flashing light signal system
- 25257.2 School bus used for transportation of developmentally disabled person
- 34501.6 School buses; reduced visibility
- 34508.5 Investigation of accidents

### CODE OF REGULATIONS, TITLE 5

- 14103 Authority of the driver

**CODE OF REGULATIONS, TITLE 13**

1202 General provisions

1219 School bus regulations

1227 School bus stops

**CODE OF FEDERAL REGULATIONS, TITLE 49**

571.222 Federal motor vehicle safety standard # 222

Board approved ~~November 16, 2016~~ January 23, 2019

The Governing Board places a high priority on safety and on the prevention of student injury. Principals and staff are responsible for the conduct and safety of students from the time they come under school supervision until they leave school supervision, whether on school premises or not. The Superintendent or designee shall establish regulations and procedures as necessary to protect students from dangerous situations.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3514 - Environmental Safety)*

*(cf. 3515.2 - Disruptions)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.1 - Accidents)*

*(cf. 5142.2 - Crossing Guards)*

*(cf. 5144 - Discipline)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6161.3 - Toxic Art Supplies)*

## **Playgrounds**

The Board recognizes that playgrounds present children with visible challenges which they may choose to take in order to test their skills and courage. Playground equipment shall be carefully selected and installed, so that while presenting such challenges, it minimizes accidents and present no unseen hazards. Safety shall receive prime consideration whenever playgrounds are planned or upgraded.

The principal or designee shall ensure that playgrounds and other school facilities are regularly inspected, well maintained, and adequately supervised whenever in use by students during the school day or at school-sponsored activities. The principal or designee shall establish playground safety rules.

*(cf. 6143 - Courses of Study)*

## **First Aid and CPR Certification**

The Board recognizes that both students and staff may require immediate first aid and/or CPR due to emergency health conditions or injury due to accident. In order to insure the safety of both students and staff, the following staff members are required to maintain current certification in both First Aid and CPR: academic tutor, after school activity supervisor, athletic & PE coordinator, attendance health aide, attendance technician II, bus transportation aide, cafeteria aide, clerk typist, director of child development programs, director of special programs, health office clerk, intramural after school sports coach, lead bus driver, preschool site supervisor, preschool & child care teacher, principal's secretary, school secretary, van driver, bus driver, principal, vice principal, teacher in charge, school nurse, PE teachers, preschool instructional aide, director of food services.

*Legal Reference:*

EDUCATION CODE

- 17280-17315 Approvals (Field Act)
- 32001 Fire alarms and drills
- 32020 School gates; entrances for emergency vehicles
- 32030-32034 School eye safety
- 32040 First aid equipment
- 32050 Hazing
- 38139 Missing children; posting of information
- 44807 Duty of teachers concerning conduct of pupils to hold them accountable for conduct to and from schools, on playgrounds, and during recess
- 44808 Exemption from liability when students are not on school property
- 44808.5 Permission for pupils to leave school grounds; notice (high school)
- 49068.5 Missing children; transfers
- 49341 Need for safety in school science laboratories
- 51202 Instruction in personal and public health and safety

GOVERNMENT CODE

- 810-996.6 California Tort Claims Act, especially:
- 815 Liability for injuries generally; immunity of public entity
- 835 Conditions of liability
- 4450-4458 Access to public buildings by physically handicapped persons

HEALTH AND SAFETY CODE

- 115725-115750 Playground Equipment
- 115775-115800 Wooden Playground Safety

PENAL CODE

- 14200-14213 Violent crime information center

PUBLIC RESOURCES CODE

- 5411 Purchase of equipment usable by physically handicapped persons

CODE OF REGULATIONS, TITLE 5

- 202 Exclusion of pupils with a contagious disease
- 5531 Supervision of social activities
- 5552 Playground supervision
- 5570 When school shall be open and teachers present
- 14103 Bus driver; authority over pupils

CODE OF REGULATIONS, TITLE 24

- 4-314 Construction on school sites

COURT DECISIONS

- Perna v. Conejo Valley Unified School District (1983) 143 Cal. App. 3d 292
- Hoyem v. Manhattan Beach City School District (1978) 22 Cal. 3d 508
- Dailey v. Los Angeles Unified School District (1970) 2 Cal. 3d 741, 747

*Management Resources:*

OFFICE OF THE STATE ARCHITECT ADVISORIES

- 0400.90 Death and Injury from Collapse of Free-Standing Walls

## **Supervision**

The principal of each school shall ensure that certificated employees, teacher aides or yard aides supervise the conduct and safety, and direct the play, of students of the school who are on school grounds before and after school, during recess, and during other intermissions.

Teachers shall be present at their respective rooms and open them to admit students not less than 30 minutes before the time when school starts, or as specified in the collective bargaining agreement.

Safety rules for the use of facilities and equipment shall include rules on acceptable playground behavior and on the proper use of play apparatus in elementary schools.

School staff shall train students on the rules and include safety instruction in their lesson plans when appropriate. Copies of the rules shall be sent to parents/guardians and be readily available at the school at all times.

The principal or designee shall:

1. Clearly identify supervision zones on the playground and require that supervisors remain outside at a location from which they can observe their entire zone of supervision.
2. Require that all individuals supervising students remain alert in spotting dangerous conditions and report any such conditions to the principal or designee promptly and in writing.
3. Establish emergency procedures that ensure swift response to accidents, fighting, and situations that could become dangerous, such as overcrowding or unusual gatherings of students.

The Superintendent or designee shall ensure that teachers, teacher aides, yard aides and volunteers who supervise students receive training in the above safety practices and in supervisory techniques which will help them to forestall problems and resolve conflicts.

When determining the ratio of playground supervisors to students, the Superintendent or designee shall consider the size of the playground area, the number of blind spots that are not immediately visible, the age and gender of the students, and the general nature of their behavior.

## **Release of Student to Adult**

Students shall be released during the school day in the custody of an adult only if:

1. The adult is the student's parent/legal guardian.

*(cf. 5021 - Noncustodial Parents)*

2. The adult has appropriate identification and the verified authorization of the student's parent/legal guardian.
3. The adult is a properly authorized law officer acting in accordance with law.

*(cf. 5145.11 - Questioning and Apprehension)*

4. The adult is taking the student to emergency medical care, at the request of the principal or designee.

*(cf. 5141.4 - Child Abuse Reporting Procedures)*

### **Missing Children**

In order to enable district staff to assist in locating missing children, the Superintendent or designee shall ensure that Department of Justice information on missing children is posted at every school. In schools maintaining elementary grades, this information shall be posted in areas restricted to adult use. (Education Code 38139)

Elementary school principals are urged to review missing children's pictures whenever a new student enrolls or transfers into the school. (Education Code 49068.5)

### **Playground Design, Equipment and Maintenance**

Teachers, teacher aides, maintenance staff, parents/guardians and students are encouraged to contribute their ideas for making the playground as safe as possible.

Playgrounds should be designed for ease of supervision and should have:

1. Clearly defined entry and exit routes that lead to and from play areas without crossing other major activities
2. Fences or other barriers limiting vehicle access to play areas
3. Proper water drainage
4. Bicycle racks that are fenced and located where easily visible
5. Safety rules posted at the entrance and near play equipment

Playgrounds shall provide access for the handicapped in accordance with law.

The age, size and ability of the students who will use playground equipment shall determine the choice of equipment, the height of platforms and slides, and the diameter of climbing bars. Par courses and other adult equipment that is inappropriate for student use shall not be placed at elementary schools.

Playground equipment shall be installed by the manufacturer, by the manufacturer's representative, or by district maintenance staff under the direct supervision of the manufacturer's representative. A signed statement shall be secured from the manufacturer's representative stating that the equipment has been properly installed in accordance with the manufacturer's specifications.

The following guidelines shall be observed when playground equipment is installed:

1. Concrete footings shall be kept from six to 12 inches below finished grade.
2. Appropriate cushioning material shall be installed under the equipment before it is used.
  - a. Except for tetherball poles and basketball standards, playground equipment shall not be installed over blacktop.
  - b. Cushioning material shall be placed in all areas where a student might fall when using the equipment.
  - c. Cushioning material shall be maintained at the depth recommended by the manufacturer, always at least eight inches.
  - d. Cushioning material shall be resupplied on a regular basis to ensure adequate depth at all times, including vacation breaks.
3. The equipment and its cushioning border shall be set back at least eight feet from other equipment. Swings shall be set back at least two times the crossbar height, both front and back.
4. Ball boards over six feet high shall be approved by the Office of the State Architect. (24 CCR 4-314)

Maintenance staff shall:

1. Rake cushioning material daily and remove foreign objects.
2. Regularly clean cushioning material from areas surrounding the cushioned area so as to minimize slipping.
3. Regularly inspect playground equipment and fences to ensure that all parts are in good condition.
  - a. Check wooden structures for holes, cracks, splinters, and possible rot at ground level.
  - b. Look for protruding nails or sharp edges and repair as needed.

### **First Aid and CPR Certification**

The following district personnel are required to hold First Aid and CPR certifications due to the nature of their assigned duties: academic tutor, after school activity supervisor, athletic & PE coordinator, attendance health aide, attendance technician II, bus transportation aide, cafeteria aide, clerk typist, director of child development programs, director of special programs, health office clerk, intramural after school sports coach, lead bus driver, preschool site supervisor, preschool & child care teacher, principal's secretary, school secretary, van driver, bus driver, principal, vice principal, teacher in charge, school nurse, PE teachers, preschool instructional aide, director of food services. Employees requiring First Aid and CPR certification may obtain certification by attending a hands-on class provided by the district or by attending other non-district provided hands-on training with the prior approval of the Superintendent or designee. The district will not accept certification from on-line training sources.

## TEMPORARY ATHLETIC TEAM COACHES

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (5 CCR 5593). By April 1 of each year the Board shall certify to the State Board of Education that the provisions of 5CCR 5593 have been met (5 CCR 5594)

### Qualifications

The Superintendent or designee shall establish minimum qualification criteria for temporary athletic team coaches. These criteria shall include, but not necessarily be limited to, competencies in the following areas: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures

The Superintendent or designee shall establish qualifications in this competency area as evidenced by one or more of the following:

- a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card **obtained by completing a hands-on certification class(es).**
- b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card, **both obtained by completing a hands-on certification class(es).**
- c. A valid Emergency Medical Technician (EMT) I or II card
- d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
- e. Practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning and both valid CPR and first aid cards

2. Coaching techniques

The Superintendent or designee shall establish qualifications in coaching theory and techniques in the sport or game being coached as evidenced by one or more of the following:

Regulation

Approved: September 15, 2010

Revised: January 9, 2019

PALERMO UNION SCHOOL DISTRICT

## TEMPORARY ATHLETIC TEAM COACHES

- a. Completion of a college course in coaching theory and techniques
  - b. Completion of inservice programs arranged by a school district or county office of education
  - c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
  - d. Prior coaching in community youth athletic programs in the sport being coached
  - e. Prior participation in organized competitive athletics at high school level or above in the sport being coached
3. Rules and regulations in the athletic activity being coached

The Superintendent or designee shall establish knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the California Interscholastic Federation.

4. Child or adolescent psychology, whichever is appropriate to the grade level of the involved activity

The Superintendent or designee shall establish competency in knowledge of child or adolescent psychology as it relates to sport participation as evidenced by one or more of the following:

- a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
- b. Completion of a seminar or workshop on human growth and development of youth
- c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

## TEMPORARY ATHLETIC TEAM COACHES

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

*(cf. 1240 - Volunteer Assistance)*

**Additional Competencies for Noncertificated Personnel**

In addition to the qualifications listed above, the Superintendent or designee shall determine that a noncertificated person employed as a temporary athletic team coach: (5 CCR 5592)

1. Has not been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children.

*(cf. 4212.5 - Criminal Record Check)*

2. Is free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district.

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

Beginning July 1, 2010, any noncertificated employee or volunteer who supervises, directs, or coaches an interscholastic athletic team shall be required to obtain a Department of Justice and Federal Bureau of Investigation criminal background check in accordance with Board policy. (Education Code 49024)

*(cf. 1240 - Volunteer Assistance)*

Noncertificated coaches have no authority to give grades to students. (5 CCR 5591)

**Code of Ethical Conduct**

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)

1. Show respect for players, officials and other coaches
2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics
11. Avoid suggesting, providing or encouraging any athlete to use nonprescriptive drugs, anabolic steroids or any substance to increase physical development or performance  
(*cf. 5131.63 - Steroids*)
12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the Board and the league in which the district participates

### **Authority**

Students transported in a school bus or in a student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway or road. (5 CCR 14103)

*(cf. 3540 - Transportation)*  
*(cf. 5131.1 - Bus Conduct)*

Bus drivers shall have the authority to discontinue the operation of school buses whenever the bus driver determines that it is unsafe to continue.

Administrative regulations related to bus driver authority shall be made available to parents, students, teachers and other interested parties. (5 CCR 14103)

### **Qualifications**

All drivers employed to operate a school bus or a student activity bus shall possess, at a minimum, both of the following documents issued by the state Department of Motor Vehicles: (Vehicle Code 12517)

1. A valid driver's license issued by the California Department of Motor Vehicles (DMV) for the appropriate class of vehicle to be driven
2. A certificate issued by the California Highway Patrol (CHP) which permits the driver to operate either school buses or student activity buses

*(cf. 3540 - Transportation)*  
*(cf. 3541.1 - Transportation for School-Related Trips)*  
*(cf. 4200 - Classified Personnel)*  
*(cf. 4211 - Recruitment and Selection)*

A driver who possesses a valid certificate to drive a student activity bus shall not be entitled to drive a school bus unless he/she obtains the license and certificate required for that position. (Education Code 38046)

When initially applying for or renewing a license or certificate to drive a school bus or student activity bus, and annually upon reaching age 65 years, the driver shall submit to the DMV and to the Superintendent or designee a report of a medical examination conducted in accordance with the timelines and procedures specified in Vehicle Code 12517.2. (Vehicle Code 12517.2; 13 CCR 1234)

The Superintendent or designee shall notify each driver of the expiration date of his/her driver's license, certificate, and medical certificate and shall ensure each document is renewed prior to expiration. (13 CCR 1234)

Regulation  
Approved: May 7, 2014  
Revised: January 9, 2019

PALERMO UNION SCHOOL DISTRICT  
Palermo, California

(4112.9/4212.9/4312.9 - Employee Notifications)

School bus and student activity bus drivers shall be subject to drug and alcohol testing in accordance with Board policy and the requirements of federal law.

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

The Superintendent or designee shall notify the DMV within five days whenever any driver refuses, fails to comply, or receives a positive test result on a drug or alcohol test; is dismissed for a cause related to student transportation safety; or is reinstated after being dismissed for a cause related to student transportation safety. (Vehicle Code 1808.8, 13376)

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### **Training**

The Superintendent or designee shall ensure that school bus drivers receive training which includes:

1. First aid practices deemed necessary for school bus drivers, through a course of instruction that prepares drivers to pass the related DMV examination (Vehicle Code 12522). All school bus drivers are required to hold a valid first aid card and a valid cardiopulmonary resuscitation (CPR) card obtained by completing a hands-on certification class(es).
2. The proper actions to be taken in the event that a school bus is hijacked (Education Code 38047)
3. The proper installation of mobile seating devices in the bus securement systems (Education Code 56195.8)

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 4231 - Staff Development)*

School bus drivers shall be subject to drug and alcohol testing in accordance with Governing Board policy and the requirements of federal law.

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

The Superintendent or designee shall notify the Department of Motor Vehicles within five days whenever any school bus driver has tested positive for drugs or alcohol, is dismissed for a cause related to student transportation safety, or whenever a driver so dismissed has been reinstated. (Vehicle Code 1808.8, 13376)

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Regulation

Approved: May 7, 2014

Revised: January 9, 2019

PALERMO UNION SCHOOL DISTRICT  
Palermo, California

To determine any other needs for professional development, the Superintendent or designee shall periodically review accident reports involving district drivers and may seek input from drivers, district and school administrators, students, and/or other stakeholders on desired topics for professional development.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **Responsibilities**

The school bus driver's primary responsibility is to safely transport students to and from school and school activities. He/she shall follow procedures contained in the district's transportation safety plan.

*(cf. 3543 - Transportation Safety and Emergencies)*

Drivers shall not require any student to leave the bus en route between home and school or other destinations. (5 CCR 14103)

Drivers shall stop to load or unload students only at a school bus stop designated by the Superintendent or designee, or authorized by the Superintendent or designee for school activity trips. (Vehicle Code 22112)

*(cf. 3541 - Transportation Routes and Services)*

Drivers shall activate the flashing amber light warning system, if the bus is so equipped, beginning 200 feet before any bus stop where students are loading or unloading. They shall operate the flashing red signal lights and stop signal arm at all times when the bus is stopped to load or unload students. The flashing amber warning lights, flashing red signal lights and stop signal arm shall not be operated at any other time, or at any place where traffic is controlled by a traffic officer. (Vehicle Code 22112)

The flashing red signal lights and stop signal arm requirements shall not apply to locations identified by the Superintendent or designee, in consultation with the California Highway Patrol, as presenting a unique traffic hazard due to roadway design or proximity to an intersection. In addition, these requirements shall not apply when special education students are loading or unloading, or students may require assistance to load or unload. (Vehicle Code 22112)

When the bus is stopped on a highway or private road to load or unload students, and traffic is not controlled by a traffic officer or official traffic control signal, the driver shall: (Vehicle Code 22112)

1. Check for approaching traffic in all directions and activate the flashing red light signal system and, if the bus is so equipped, the stop signal arm.
2. Before opening the door, ensure that the flashing red signal lights and stop signal arm are activated and that it is safe to exit the bus.
3. Escort all students in grades prekindergarten through 8 who need to cross the highway or private road, using an approved hand-held "STOP" sign while so doing.
4. Require all students to walk in front of the bus as they cross the road or highway.
5. Ensure that all students who need to cross the road or highway have crossed safely and that all other unloaded students and pedestrians are a safe distance from the bus before setting the bus in motion.

Drivers shall immediately report all school bus accidents to the California Highway Patrol, the Superintendent or designee, and the driver's supervisor. (13 CCR 1219)

School bus drivers also shall report the following to the Superintendent or designee:

1. Recurring and serious student misbehavior
2. Parental and student complaints
3. Traffic violations
4. Consistently late school dismissals which cause transportation delays
5. Overload runs
6. Mechanical or other problems with buses and equipment

### **Vehicle Idling**

The driver of a school bus or student activity bus shall: (13 CCR 2480)

1. Turn off the bus engine upon stopping at a school or within 100 feet of a school and not restart the engine more than 30 seconds before beginning to depart
2. Not cause or allow the bus to idle at any location greater than 100 feet from a school for more than five consecutive minutes or for an aggregated period of more than five minutes in any one hour

*(cf. 3514 - Environmental Safety)*

However, vehicle idling may be allowed under limited conditions, including, but not limited to, occasions when idling is necessary to: (13 CCR 2480)

1. Stop for an official traffic control signal or device, for traffic conditions under which the driver has no control, or at the direction of law enforcement
2. Ascertain that the bus is in safe operating condition and properly equipped
3. Operate equipment designed to safely load, unload, or transport students with disabilities
4. Operate a heater, air conditioner, defroster, or other equipment as necessary to ensure the safety or health of passengers
5. Cool down a turbo-charged diesel engine before turning off the engine
6. Recharge a battery or other energy storage unit of a hybrid electric bus or vehicle

The Superintendent or designee shall notify all drivers, upon employment and at least once per year thereafter, of the requirements specified above and the potential legal and employment consequences of failure to comply. All complaints of noncompliance shall be reviewed and remedial action taken as necessary. The Superintendent or designee shall retain records of the training and of any complaints and enforcement actions for at least three years. (13 CCR 2480)

#### Reports

The Superintendent or designee shall retain records of: (13 CCR 1234)

1. Each driver's duty status and supporting documents provided pursuant to 13 CCR 1201 and 1213. Such records shall be retained for six months and made available to the CHP upon request.
2. The different types of vehicles and vehicle combinations each driver has demonstrated capability to operate.
3. Records of each driver's license, certificate, medical certificate, first aid certificate, and training as specified in 13 CCR 1234.
4. Daily vehicle inspection reports prepared by drivers pursuant to 13 CCR 1215.

*(cf. 3580 - District Records)*

*Legal references next page*

*Legal Reference:*

EDUCATION CODE

38046 *Drivers of school pupil activity buses*

38047 *Training in proper actions in event of hijacking*

38050 *Operating bus in violation of order or regulation or without operator's qualification*

38155-38168 *Training required to obtain or renew bus driver certificate*

39831.3 *Transportation safety plan*

45125.1 *Criminal background checks for contractors*

56195.8 *Adoption of policies*

VEHICLE CODE

1808.8 *Dismissal for safety-related cause*

2570-2575 *Transportation of students*

12517 *School bus and pupil activity bus driver qualifications; certificates; fees*

12517.2 *Medical report; physical examination*

12522 *First aid training for school bus drivers*

13376 *Driver certificates; revocation or suspension; sex offense prosecution*

22112 *School bus signals; roadway crossings*

25257 *School bus; flashing light signal system*

25257.2 *School bus used for transportation of developmentally disabled person*

34501.6 *School buses; reduced visibility*

34508.5 *Investigation of accidents*

CODE OF REGULATIONS, TITLE 5

14103 *Authority of the driver*

14104 *School bus driver instructor*

CODE OF REGULATIONS, TITLE 13

1202 *General provisions*

1219 *School bus regulations*

1227 *School bus stops*

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 *Federal motor vehicle safety standard #222*

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**PALERMO UNION SCHOOL DISTRICT**  
Palermo, California

Regulation  
Approved: May 7, 2014  
Revised: January 9, 2019

**PALERMO UNION SCHOOL DISTRICT**  
Palermo, California

The District recognizes that the wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with the homes, businesses, industries, public agencies, and private institutions of our community. The District encourages parents and other members of the community to share their special knowledge and abilities with our students.

The Superintendent may authorize the use of volunteers. Volunteers shall work with students under the immediate supervision of certificated employees. Volunteers who are not working with students shall be supervised by an authorized District employee when appropriate. Volunteers shall not be used to displace regularly authorized school personnel (Education Code 35021). The Superintendent will require tuberculosis testing and fingerprinting of volunteers and criminal records checks as authorized by law. Volunteers shall act in accordance with District policies and regulations and school rules. **Volunteers must clear both a Department of Justice and Federal Bureau of Investigation criminal background check in order to be approved to volunteer.**

The primary responsibility for everyday maintenance of the schools and grounds rests with the district's classified employees. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, meet a specific need, comply with established building and safety codes, do not significantly increase maintenance workloads and comply with employee negotiated agreements.

**Volunteers shall act in accordance with district policies, regulations and school rules.** The Superintendent shall be responsible for investigating and resolving complaints regarding volunteers.

*(cf. 6144 - Controversial Issues)*

*(cf. 1000 - Concepts and Roles)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

Policy

Adopted: September 15, 2010

Revised: January 23, 2019

PALERMO UNION SCHOOL DISTRICT

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 1230 - School-Connected Organizations)*  
*(cf. 4127 - Temporary Athletic Team Coaches)*  
*(cf. 4212.5 - Security/Credit Check)*

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

### **Qualifications**

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Prior to assuming a volunteer position to work with students in a district-sponsored student activity program, a volunteer shall obtain both a Department of Justice and Federal Bureau of Investigation criminal background check through the district. (Education Code 49024)

A volunteer who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied district requirements for the criminal background check. (Education Code 49024)

Provide evidence that they are free from active tuberculosis. A chest x-ray will be required only if the intradermal tuberculin test is positive.

Volunteers who provide care and supervision to children at a child care center or preschool to be immunized against influenza, pertussis, and measles, and to subsequently receive an influenza vaccination between August 1 and December 1 of each year; see AR 5148 - Child Care and Development and AR 5148.3 - Preschool/Early Childhood Education. Health and Safety Code 1596.7995.

**Procedure**

Management personnel responsible for administering programs wherein volunteers provide service to the Palermo Union School District shall:

1. Establish a register wherein each volunteer signs in and signs out for whatever date and period of time the volunteer is providing service to the District, also listing the activity performed and the location of the volunteer work.
2. Maintain a record of volunteers serving during any fiscal year, record to contain name, address, and telephone number, and email if available.
3. Provide a means of identification for volunteers while on school sites.
4. Provide Workers' Compensation Insurance Claim forms if needed: Unsalariated volunteers shall be considered as employees of the District for Workers' Compensation purposes. If injured while serving as volunteers in the District, the volunteer should file a Workers' Compensation Insurance claim on forms obtained at the District Office (Labor Code 3364.5).
5. Supervise volunteers' activities so that the district safety standards are maintained at the same level of safety as paid employees providing similar service.

*Legal Reference: (see next page)*

Community Relations  
VOLUNTEER ASSISTANCE

BP 1240

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety program  
8484.7-8484.9 21st Century Community Learning Center program  
35021 Volunteer aides  
35021.1 Automated records check  
35021.3 Registry of volunteers for before/after school programs  
44010 Sex offense; definition  
44814-44815 Supervision of students during lunch and other nutrition periods  
45125 Fingerprinting requirements  
45125.01 Interagency agreements for criminal record information  
45340-45349 Instructional aides  
45360-45367 Teacher aides  
48981 Parental notifications  
49024 Activity Supervisor Clearance Certificate  
49406 Examination for tuberculosis

GOVERNMENT CODE

3543.5 Prohibited interference with employees' rights  
12940 Prohibited discrimination and harassment

HEALTH AND SAFETY CODE

1596.7995 Immunization requirements for volunteers in child care center or preschool  
1596.871 Fingerprints of individuals in contact with child day care facility clients

LABOR CODE

1720.4 Public works; exclusion of volunteers from prevailing wage law  
3352 Workers' compensation; definitions  
3364.5 Authority to provide workers' compensation insurance for volunteers

PENAL CODE

290 Registration of sex offenders  
290.4 Information re: sex offenders  
290.95 Disclosure by person required to register as sex offender  
626.81 Sex offender; permission to volunteer at school

CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance  
101216 Health screening, volunteers in child care centers

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Whisman Elementary School District, (1991) PERB Decision No. 868

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education, Parents/Family and Community: <http://www.cde.ca.gov/lp/pf>  
California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>  
California Parent Teacher Association: <http://www.capta.org>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

(3/10 7/10) 12/14

Policy

Adopted: September 15, 2010

Revised: January 23, 2019

PALERMO UNION SCHOOL DISTRICT



## **EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT**

THIS AGREEMENT is entered into on the date of approval by the governing Board, January 23, 2019, between the Governing Board (hereinafter "the Board") of and on behalf of the Palermo Union School District (hereinafter "the District") and Kathleen Andoe-Nolind (hereinafter "the Superintendent").

### 1. TERM

1.1 The term of this Employment Agreement is from the date of Board approval through June 30, 2022.

### 2. QUALIFICATIONS AND EMPLOYMENT STATUS

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

2.2 The Superintendent shall not become a permanent employee of the District. Due to her tenure in the district, she has the right to return to a permanent teaching position. In that capacity, the Superintendent shall perform all services, acts, and functions necessary or advisable to manage and conduct the business and operations of the District, subject at all times to state and federal laws and the policies, rules, and direction of the Board. The Superintendent is the leader of the Administrative Team and agrees to work effectively as a member of the team. Together, the Administrative Team plans, directs, and coordinates the operations of the District. Her employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

3. DUTIES AND RESPONSIBILITIES

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

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

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

3.4 The Superintendent facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the

District. The Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration of the entire District.

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

#### 4. BOARD-SUPERINTENDENT RELATIONS

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

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

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

4.4 The Board shall provide the Superintendent with periodic opportunities to

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

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

5. EVALUATION

5.1 Each year of the agreement, the Board and Superintendent shall establish by mutual agreement the Superintendent's performance objectives and benchmarks for the next school year. Performance and objectives as outlined in the timetable listed below shall be put in writing no later than October 15<sup>th</sup>, and shall be based on the duties and responsibilities set forth in this Agreement:

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

February 1 Review of the Superintendent's performance and effectiveness, and progress towards achievement of the objectives jointly established for that school year. Modifications to those performance objectives may occur from time to time as the parties may agree and shall be reduced to writing by the Superintendent. A summary of the midyear discussion(s) may also be reduced to writing by the Board.

May 1 No later than May 1<sup>st</sup> of each year, the Superintendent shall notify the Board of its evaluation responsibilities; provide the

Board with copies of this Agreement and the superintendent's current performance objectives; and schedule a meeting for the Superintendent and Board to review the Board's completed written evaluation of the Superintendent.

May 1 – June 30 Board meets to prepare evaluation, then entire Board or Board subcommittee meets with Superintendent to deliver evaluation. At Superintendent's or Board's request, Superintendent and Board will meet in closed session to discuss the evaluation process or the evaluation itself.

June 30 Evaluation with Superintendent's response, if any, placed in Superintendent's personnel file and a copy of that same document provided to the Superintendent.

5.3 Evaluations shall be based upon the achievement of the mutually agreed upon performance goals for the year in question, the Superintendent's effectiveness at discharging her duties as defined in the employment agreement and Board Policies, and job description, if any. If the Board deems it appropriate, it will provide written recommendations for strengthened performance to the Superintendent.

5.4 In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board will describe in writing the unsatisfactory performance, and indicate what objective(s) must be accomplished and the date by which it should be accomplished in order for the Superintendent's performance to be deemed satisfactory. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the evaluation.

## 6. COMPENSATION

6.1 The Superintendent's base annual salary, effective upon the date of Board approval of this Agreement, shall be \$155,000.00, and shall be paid in equal monthly installments. This annual base salary amount includes recognition for any graduate degrees and other certifications and licenses, workdays, vacation and holidays. The annual salary shall be prorated for less than a year of employment.

6.2 At the discretion of the Board, and based on Superintendent's merit, job performance, District fiscal considerations, and any other criteria determined relevant by the Board, the Board may grant an additional increase for any year of the Agreement. Specific Board action, approving a written amendment to this Agreement in open session, is required to approve any such salary increase. Any salary increase shall not be considered either as entering into a new agreement or extending the term of this Agreement.

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

## 7. FRINGE BENEFITS

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

- Fringe benefits in the nature and extent granted other certificated management employees of the District which includes medical, dental, vision and life insurance
- District issued laptop and cell phone
- Payment of the Superintendent's membership dues for ACSA and AASA.
- Membership dues and expenses for a community service organization selected by

the Superintendent and approved by the Board.

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

8. EXPENSE REIMBURSEMENT

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

9. WORK YEAR AND VACATION

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

9.2 The Superintendent shall submit to the Board a proposed work year calendar each year before July 31. The Superintendent shall notify the Board in advance of any changes she plans to make to her work calendar. The Superintendent shall take vacation during the year in which it is earned, unless the Board gives written approval to carry over unused days. No later than June 30<sup>th</sup> of each school year, the Superintendent may elect to receive compensation, at the Superintendents existing daily rate, for any

accrued, but unused vacation time up to ten (10) days per fiscal year. In no event shall the Superintendent accrue more than 34 days of paid vacation at one time. In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for unused accrued vacation up to a maximum of 34 days at the then current salary rate.

10. SICK LEAVE

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

11. OUTSIDE PROFESSIONAL ACTIVITIES

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

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

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

12. MEDICAL EXAMINATION

12.1 As a condition of employment, the Superintendent shall have a comprehensive medical examination within sixty (60) days of signing the contract (or shall provide a report of such an examination performed within the last 60 days), and shall

have a comprehensive medical examination at least annually thereafter. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent. The cost of the medical exam and the report shall be paid by the District.

12.2 If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board of such, and, if appropriate, engage in the interactive process with the Board or its representative.

12.3 Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for purpose of this paragraph.

### 13. EXTENSION OF AGREEMENT

13.1 The parties acknowledge that the initial term of this Agreement is three (3) school years plus one hundred and thirteen (113) days in the current fiscal year. Commencing in the 2019-2020 school year, and continuing in each additional year of this agreement, at the discretion of the Board and upon the Superintendent's receipt of a satisfactory overall evaluation, the Board may offer to extend this Agreement for a period of one (1) additional year on the same terms and conditions set forth herein.

13.2 If the Superintendent is agreeable to the extension, then the extension shall be ratified by the Board at the next regularly scheduled Board meeting following the date of the evaluation, during open session and memorialized in writing delivered to the Superintendent.

### 14. TERMINATION OF AGREEMENT

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

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

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

14.3 Unilateral Termination by Superintendent. The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the effective date of said termination. The Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. Should the Superintendent become a finalist for other employment, she shall immediately notify the Board.

14.4 Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Superintendent severance pay, at the selection of the Superintendent, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of twelve (12) months of salary. The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of

time in accordance with Government Code 53261. If the contract is terminated under this provision, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

14.5 Non-renewal of Agreement by Board. The Board shall provide the Superintendent with at least sixty (60) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date. The Board and the Superintendent agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the Superintendent to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this contract or any extension thereof.

14.6 Termination for Cause. The Board may discharge the Superintendent for cause for reasons specified in Education Code 44932. Discharge for cause shall be warranted only for conduct that is prejudicial to the District.

14.7 In the event that the Governing Board determines that there is reason to terminate this Agreement for cause, the Governing Board shall, prior to taking such action, give the Superintendent notice of (a) the proposed action and the reasons thereof; (b) a reasonable detailed statement of the causes and material upon which the proposed action is based; (c) the right to respond orally or in writing; and (d) the right to a hearing before the Governing Board to contest such causes.

14.8 If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs she incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

14.9 The Board shall prepare a written statement of reasons for any post-hearing decision to terminate this agreement and provide it to the Superintendent. The Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision.

14.10 This decision shall not affect paragraph 2.2 of this Agreement. Any dismissal for cause as a teacher shall be pursuant to Education Code section 44930, et. seq.

14.11 All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

14.12 Remedies. The parties expressly understand and agree that, upon termination of the Superintendent's employment she shall have the right to bring any action in any court of competent jurisdiction to pursue any remedy available to her.

14.13 If the contract is terminated under any of the foregoing provisions, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

## 15. ENTIRE AGREEMENT

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

## 16. APPLICABLE LAW

16.1 This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the

remainder of this Agreement shall nevertheless be binding and effective.

17. VENUE

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

18. ATTORNEYS' FEES

18.1 The parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

19. AMENDMENTS

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

20. EXECUTION IN COUNTERPARTS

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

21. EFFECTIVE DATE

21.1 The effective date of this Agreement shall be the date approved by the Board, even though the date on which the Board may approve this Agreement may occur

on a different date.

22. NON-WAIVER

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

23. INDEMNITY AND DEFENSE OF SUPERINTENDENT

23.1 The District shall indemnify, save, hold harmless and defend the Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Superintendent is alleged to have acted in any way related to her duties as Superintendent or related to the District.

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

23.3 Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against her related to her role as Superintendent.

24. NO ASSIGNMENT

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

25. INDEPENDENT REPRESENTATION

25.1 The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kathleen Andoe-Nolind  
Superintendent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Debbie Hoffman  
President, Governing Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jessica King  
Vice-President, Governing Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Loretta Long  
Clerk, Governing Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
William Bynum  
Member, Governing Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cody Nissen  
Member, Governing Board

Ratified in a public meeting of the Governing Board on \_\_\_\_\_