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Kathleen Andoe-Noland

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

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

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

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

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

BOARD MEETING AGENDA

January 27, 2021

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

5:00 p.m.

<https://us02web.zoom.us/j/86396020763?pwd=L2JXN0FFaklpaTJvTDVoRnFUTjJlQQT09>

Meeting ID: 863 9602 0763 Passcode: NPA972

+1 408 638 0968 US (San Jose) +1 669 900 6833 US (San Jose)

Meeting ID: 863 9602 0763 Passcode: 552560

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

INTRODUCTION

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

ACTION_____MOTION_____SECOND_____ VOTE_____

5. **Tell Me Something Good – Site and Student Recognition**

Palermo School

- I'm proud of our at-risk 8th graders who have been arriving on Fridays to focus on completing their second trimester assignments and credit recovery from the first trimester.
- A big thank you to our maintenance and custodial crews as they continue to go above and beyond keeping our campus a safe environment. It's a lot of cleaning, set-up and breakdown....thank you!
- On Friday, Club LIVE is hosting Zoom Talent Show where our Bulldogs will be able to show their hidden talents.
- A big thank you to the Kiwanis Club of Oroville for donating a generous amount to place new shoes on students at all three sites through the Shoes That Fit Program!

5. **Tell Me Something Good** *(continued)*

Golden Hills School

- Rewards Plus Recesses are back! Teachers are having bonus surprise recess for students following learning expectations!
- Our Parent Teacher Group is doing a February fundraiser: Cupid grams! Students can purchase a gram to be delivered to a friend, all done COVID safe!
- All of Golden Hills staff has been doing amazing things during this pandemic. We love all the efforts of our maintenance, custodial, technology, paraprofessionals, cafeteria staff, resident teachers, office staff, counselor and admin!
- Golden Hills EAGLES grow together, learn with passion, act with kindness and change the world!

6. **Audience with the Board**

Non-Agenda Items:

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

7. **Audience with the Board.**

Agenda Items:

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

8. **CONSENT AGENDA**

The consent agenda will be approved by a single motion and vote unless items are removed by a Board member and placed on the regular agenda for discussion and action.

Action Items

- a. Minutes of January 13, 2021 Regular Board Meeting.

Reports

- b. Events Calendar. REFERENCE #1
- c. Palermo Account Ledger October 31, 2020 to November 30, 2020 REFERENCE #2
- d. Donation from Box Tops for Education in the amount of \$23.80 to Helen Wilcox School.
- e. Donation from Kiwanis Club of Oroville in the amount of \$1,166.65 to be used for new shoes for families in need at each school site.

CONSENT AGENDA APPROVAL:

ACTION____MOTION____SECOND____VOTE_____

9. ITEMS REMOVED FROM CONSENT AGENDA

a.

ACTION____MOTION____SECOND____VOTE_____

b.

ACTION____MOTION____SECOND____VOTE_____

10. Staff Reports/Business Items.

- a. It is recommended the contract with Butte County Office of Education for Special Services to participate in the Multilingual California Project (MAP), Educator Workforce Incentive Grant (EWIG) from July 1, 2020 to June 30, 2023 be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #3

- b. It is recommended the Memorandum of Understanding between Palermo Union Elementary School District and California School Employees Association #366 (CSEA) regarding temporary additional custodial hours during COVID-19 be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #4

- c. It is recommended the contract between California State University Chico (CSUC) and Palermo Union Elementary School District to provide Paid Internship Services from January 13, 2021 to January 12, 2026 at \$1,500 per intern per semester be approved.

ACTION____MOTION____SECOND____VOTE_____

REFERENCE #5

- d. Enrollment projections for 2021-2022.

REFERENCE #6

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

- e. It is recommended the following 2020-2021 School Accountability Report Cards be approved:

Honcut
Helen Wilcox School
Golden Hills School
Palermo School
Palermo Community Day (K-8)

REFERENCE #7

ACTION_____MOTION_____SECOND_____ VOTE_____

- f. It is recommended the Palermo Union Elementary School District DistrictWide COVID-19 Prevention Program (CPP) be approved.

ACTION_____MOTION_____SECOND_____ VOTE_____

REFERENCE #8

- g. It is recommended the Palermo Union Elementary School District 2021 COVID-19 School Guidance Checklist be approved.

ACTION_____MOTION_____SECOND_____ VOTE_____

REFERENCE #9

- h. Review and discussion regarding updates to COVID19 Safety Plan for In-Person Instruction.

REFERENCE #10

- i. It is recommended the contract between Palermo Union Elementary School District and Fairbanks Paving Co for \$14,277 for paving at Honcut School be approved.

ACTION_____MOTION_____SECOND_____ VOTE_____

REFERENCE #11

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

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

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

12. **Correspondence.**

13. **Superintendent's Reports.**

- Reopening Schools Incentive Grants
- Expanded Learning Time and Academic Intervention Grants

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.)

Certificated:

- a. Angelica Sanchez, certificated substitute, effective January 6, 2021
- b. Mandy VanEtten, certificated substitute, effective January 14, 2021
- c. Mandy VanEtten, certificated intern, ed specialist, Palermo School, column I, step 1, effective January 28, 2021

Classified:

- d. Jonathan Koussa, instructional aide, resignation, effective January 19, 2021
- e. Desirae Conn, instructional aide, resignation, effective February 3, 2021
- f. Lysette Soria, instructional aide, resignation, effective January 22, 2021
- g. Lysette Soria, substitute instructional aide, class 4, step 1, effective January 22, 2021

Child Development Program

- h. Sandra Banuelos, substitute instructional aide child development, class, 4, step 1, effective January 21, 2021

ACTION_____MOTION_____SECOND_____ VOTE_____

ADJOURNMENT (Time_____)

REGULAR BOARD MEETING

1. President Debbie Hoffman called the meeting to order at 5:00p.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 and Cody Nissen. William Bynum attended remotely.

Others present were: Kathleen Andoe-Nolind, Ruthie Anaya, Carlos Aguilar, Kimberly Butcher, Heather Scott, Kimberly Solano and Cindy Daniluke. Kristi Napoli and Heather Peterson attended remotely.

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.
5. **Tell Me Something Good – (Site and Student Recognition)**

Palermo School

- Something good is always the GREAT people of our site and district working together during this COVID year.
- Thank you to the amazing work our IT and maintenance crews did over break preparing our classrooms for the ViewSonics!
- Our teachers are using their precious classroom time in so many creative ways from hands on science and history lessons, to engaging novel studies and writing projects, to students moving and enjoying how to line dance!
- It is so great to see our students engaged in Band as they experiment with percussion and gearing up for Stomp

Golden Hills School

- Golden Hills staff ended 2020 with many fun COVID safe activities: ornaments, crafts, singing holiday songs in sign language and a Holiday virtual movie based off of attendance.
- In January students have a goal of 90% attendance / work completion to participate in virtual Bingo on February 5th.
- Progress reports go home next week and the Golden Hills staff are scheduling meetings with families of students who have been struggling with work completion. At this meeting an action plan will be developed to better support the student and family. We are focusing on building the relationship with the family to strengthen our partnership to increase academic achievement.
- PLC coaching for grade level teams through Solution Tree begins next week to continue strengthening our PLC process. Each grade level team will have four 1 hour coaching meetings.

Helen Wilcox:

- Ms. Watt had her beautiful baby girl!
- The HW staff is very eager to use the ViewSonics! Very excited!

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

No one had business to bring before the Board.

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

No one had business to bring before the Board.

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 9, 2020 Regular Board Meeting.
- b. Minutes of December 9, 2020 Special Board Meeting.
- c. Surplus and Obsolete Requests:
 - (5) Tables 4059, 3800266, 3801883, 3801147, 38000126
 - (1) Wooden Desk 3801290

Reports

- d. Events Calendar
- e. Palermo Account Ledger October 1, 2020 – October 31, 2020
- f. Palermo Account Ledger October 31, 2020 – November 30, 2020
- e. Donation from Lion in the amount of \$500 to provide food for students

9. ITEMS REMOVED FROM CONSENT AGENDA

There were no items removed from the consent agenda.

REGULAR BOARD MEETING

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

- a. Carlos Aguilar, Director of Maintenance, Operations and Transportation, provided a presentation regarding the status of the Honcut Well project. The overall project will take 2-3 years. An expected benefit of this new well will be to provide the Honcut community access to clean water in the event of an emergency. Carlos wanted to specifically thank Frank Medina Construction for their generosity with equipment and support for the projects at Honcut.
- b. Kimberly Butcher, Director of Preschool, provided a presentation on the new Honcut Preschool and Toddler Program. The program has separate classrooms and facilities for the two age groups, along with many upgrades to the Honcut site to provide safer outdoor play areas.
- c. Kimberly Solano, Principal Palermo, Kristi Napoli, Principal Golden Hills and Heather Scott, Principal Helen Wilcox and Honcut, provided student data related to the Blended and Distance Learning models at each of their sites.
- d. The OSHA COVID Prevention Program draft was presented for a first reading and discussion.
- e. Mrs. Nolind provided a Federal Stimulus funding update to the Board.
- f. Mrs. Nolind led a Safe Schools for All Plan discussion.
- g. A motion was made by Loretta Long, seconded by Jessica King recommending the quote from The Steel Builder to buy a 28'x32'x12' Roof-only Building Structure from Palermo Union Elementary School District for \$9,588 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 a Flower of the Month fundraiser be added to the approved fundraiser list for Palermo School. 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).

REGULAR BOARD MEETING**11. Board Policies and Administrative Regulations.**

- a. A motion was made by Loretta Long, seconded by Jessica King recommending the Bylaws of the Board 9250 Remuneration, Reimbursement and Other Benefits be approved. Debbie Hoffman, Jessica King, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried.

12. Correspondence.

None

13. Superintendent's Reports.

None

14. Board Items.

- a. Jessica King asked whether the time frame to hand out lunches to the community could be extended to more than 30 minutes, or whether the community could get lunches when they are handed out to the students when they are leaving school. Ruthie Anaya, Chief Business Official, said she would talk to the Director of Food Service.

CLOSED SESSION

1. The Board recessed into closed session at 7:11p.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.

OPEN SESSION

The Board reconvened into open session at 7:28 p.m.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

No action was taken in closed session.

REGULAR BOARD MEETING**ACTION ITEMS****14. 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. Nyomi DeMello, certificated substitute, effective January 4, 2021
- b. Bailee Standish, certificated substitute, effective January 4, 2021
- c. Joy Sturm, SLP, retirement, effective June 12, 2021 (qualifies for early notice \$2,000 incentive)
- d. Dana Walberg, certificated teacher, retirement, effective June 12, 2021 (qualifies for early notice \$2,000 incentive)

Classified:

- e. Jessica Oxley, substitute custodian, class 12, step 1, effective December 9, 2020
- f. Michael Alexandru, substitute custodian, class 12, step 1, effective January 7, 2021

Child Development Program:

- g. April Back, instructional aide, child development, class 4, step 4, Palermo Preschool, Effective January 19, 2021

15. Personnel – Recommendation: Deny.

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

- a. Jonathan Koussa, instructional aide, unpaid leave of absence, effective January 4, 2021

ADJOURNMENT

President Debbie Hoffman declared the meeting adjourned at 7:29p.m.

Respectfully submitted,



Kathleen Andoe-Nolind
Secretary to the Governing Board

EVENTS CALENDAR

January 22, 2021	Club LIVE Zoom Talent Show	<i>Palermo School</i>
January 27, 2021	Regular Board Meeting	5:00pm
February 10, 2021	Regular Board Meeting	5:00pm
February 12, 2021	Lincoln's Birthday	<i>No students, teachers or staff</i>
February 15, 2021	Washington's Birthday	<i>No students, teachers or staff</i>
February 16 - 19, 2021	Winter intersession	<i>No students or teachers</i>
February 22, 2021	Kindergarten Registration begins	<i>Helen Wilcox</i>
February 24, 2021	Regular Board Meeting	5:00pm
March 10, 2021	Regular Board Meeting	5:00pm
March 24, 2021	Regular Board Meeting	5:00pm
March 26, 2021	Trimester Awards	<i>Palermo School Time TBA</i>
April 2 - 9, 2021	Easter Break	<i>No students or teachers</i>
April 14 - 15, 2021	Spring Pictures	<i>Helen Wilcox School</i>
April 14, 2021	Regular Board Meeting	5:00pm
April 28, 2021	Regular Board Meeting	5:00pm
May 12, 2021	Regular Board Meeting	5:00pm
May 26, 2021	Regular Board Meeting	5:00pm
May 31, 2021	Memorial Day	<i>No students, teachers or staff</i>
June 9, 2021	Regular Board Meeting	5:00pm
June 23, 2021	Regular Board Meeting	5:00pm
June 30, 2021	Regular Board Meeting	5:00pm

Revised: 1/21/2021 cc: D. Dudley; C. Wiemers; M. Tello; L. Davis; R. Anaya; K. Ray

ASB LEDGER SHEETS 2020-21					
			2020-21		
		MONTH:	10/31/2020-11/30/2020		
ACCOUNT NAME	BEG BAL	RECEIPTS	DISBURSMENTS	TRANSFERS	ENDING BAL
102 PAL ST BODY	\$7,898.34				\$7,898.34
202 SPORTS	\$2,578.78				\$2,578.78
205 REFEREE	\$55.90				\$55.90
300 YEARBOOK	\$4,815.53				\$4,815.53
402 PAL LIBRARY	\$1,192.17				\$1,192.17
502 BAND	\$3,482.70				\$3,482.70
505 DRILL TEAM	\$303.11				\$303.11
506 6TH GRADE	\$5,329.43				\$5,329.43
507 7TH GRADE	\$1,540.48				\$1,540.48
509 8TH GRADE	\$408.18				\$408.18
511 CLUB LIVE	\$1,968.25				\$1,968.25
512 CHESS CLUB	\$613.72				\$613.72
513 FFA	\$0.00	\$3,270.00	(\$2,011.66)		\$1,258.34
	\$30,186.59				\$31,444.93
	\$30,186.59				\$31,444.96

**AGREEMENT FOR SPECIAL SERVICES BETWEEN
BUTTE COUNTY OFFICE OF EDUCATION
AND
PALERMO UNION SCHOOL DISTRICT**

This Agreement for Services ("Agreement") is made and entered into as of the 19TH day of JANUARY, 2021 by and between the BUTTE COUNTY OFFICE OF EDUCATION, ("BCOE") and PALERMO UNION SCHOOL DISTRICT ("LEA"), (together, "Parties").

WHEREAS, the BCOE and LEA have agreed to enter into a collaborative agreement to participate in the Multilingual California Project ("MCAP"), Educator Workforce Incentive Grant ("EWIG") Program from July 1, 2020 to June 30, 2023;

WHEREAS, the BCOE has agreed that the California Association for Bilingual Education ("CABE") will be the Lead Agency and Wexford, Inc will be the evaluation and research partner for the Multilingual California Project ("MCAP");

WHEREAS, the BCOE is committed to ensuring that the project will be instituted as it is described and promised in the grant proposal; and

WHEREAS, the BCOE and LEA herein desire to enter into an agreement setting forth the services to be provided by the collaborative.

NOW, THEREFORE, the Parties agree that each party will be responsible for the following MCAP program activities:

1. **Services.** This Agreement is made and entered into for the Parties to work collaboratively to: build capacity among school leaders to implement the English Language ("EL") Roadmap Policy including implementation of culturally and linguistically responsive practices; support implementation of instructional practices that effectively develop academic content knowledge, discipline-specific practices, academic language, integrated and designated English language development, and multilingual and multiliterate proficiency; identify and emphasize high-quality models for professional development regarding the EL Roadmap Policy, including, but not necessarily limited to, providing coaching for principals, teacher leadership opportunities, and the implementation of other models informed by research and best practices to best meet the needs of school leaders; support the implementation, alignment, and articulation of the EL Roadmap Policy across and within school district systems; create a multilingual collaborative statewide network of experts and agencies to guide systems that support the development of effective cross-curricular, disciplinary-based instructional practices for all English learners. Furthermore, the network experts will support, implement, and sustain the impact of the English Learner Roadmap, aligned with CA-SS and Quality Professional Learning Standards. The duties, obligations and agreements to provide these services under this Agreement are further described in **Exhibits "A," and "B,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement is contingent upon BCOE's receipt of funding. So long as funding has been received, services shall commence under this Agreement on July 1, 2020 and will continue until June 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Funding and Expenses.** BCOE agrees to provide funding for the provision of the Services in **Exhibit "B"**.
4. **Payment.** Compensation to LEA shall be as set forth in **Exhibit "B"**.

5. **Program Monitoring, Compliance & Termination.** It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this Agreement. If the terms of the Agreement are not being fulfilled by the LEA, the BCOE retains the authority to withhold LEA payment until all project activities are completed by the LEA. If any selected LEA does not participate fully with the program and implement all required activities within the first year of the project, the BCOE may terminate this Agreement by written notice delivered no later than June 30, 2021 and select a new LEA for the remaining two (2) years. Written notice by the BCOE shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
6. **Indemnification.** The LEA agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the LEA's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the LEA shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The LEA shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.
- The BCOE agrees to indemnify, defend, and hold harmless LEA, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on LEA arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of LEA, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless LEA under this Agreement, the BCOE shall reimburse LEA for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek LEA approval of any settlement that could adversely affect the LEA, its officers, agents or employees.
7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.
8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the LEA agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and LEA policy.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

BCOE:

Butte County Office of Education
1895 Bird Street
Oroville, CA 95965
ATTN: Holly Harding

LEA:

Palermo Union School District
7390 Bulldog Way
Palermo, CA 95968
ATTN: Kathy Andoe Nolind

Any notice personally given or sent by facsimile transmission shall be effective upon receipt.

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Independent Contractor.** The BCOE, in the performance of its obligations under this Agreement, shall be and act as an independent contractor and at no time be considered the agent of LEA.
14. **COVID-19 Acknowledgement.** LEA recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. LEA understands that this guidance can change, and that LEA has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. LEA is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
 - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
 - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such

as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.

17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
20. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
21. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
22. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
23. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
24. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
25. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

below.

Dated: _____

BUTTE COUNTY OFFICE OF EDUCATION

By: _____

Print Name: Mary Sakuma

Print Title: Superintendent

Dated: January 28, 2021

PALERMO UNION SCHOOL DISTRICT

By: _____

Print Name: Kathleen Andoe-Nolind

Print Title: Superintendent

EXHIBIT "A"
LEA RESPONSIBILITIES, DUTIES AND OBLIGATIONS

UNDER THIS AGREEMENT THE LEA AGREES TO:

1. LEA Leadership, Principals, Teachers, and School Personnel will participate in a regional summit on an annual basis (virtually).
2. LEA Leadership, Principals, Teachers and School Personnel will participate in their choice of offered innovations within the grant and participate in all offered professional learning sessions.
3. Principals, Teachers, School Personnel, and Parents/Families will participate in professional development (PD) sessions as directed by the LEA.
4. LEA will disseminate and support surveys or other tools that enhance knowledge of the English Learner Roadmap as directed by BCOE.
5. LEA will aid in the collection of data as required by BCOE for reporting purposes to MCAP.

EXHIBIT "B"
BCOE RESPONSIBILITIES, DUTIES AND OBLIGATIONS

UNDER THIS AGREEMENT THE BCOE AGREES TO:

1. The BCOE agrees to carry out the project as described in the proposal and implementation guide and in accordance with State requirements, and to bind itself to all assurances signed on its behalf by CABE, as lead agency, including sharing requirements and assurances responsibilities.
2. The BCOE agrees to assign one (1) director-level staff member with strong communication/organization skills and knowledge and belief in the English Learner Roadmap to be the MCAP lead for the BCOE who will participate actively and follow-through with CABE regarding all grant requirements, implementation and reporting.
3. BCOE Leads will participate in regular MCAP lead meetings at least twice a month with CABE grant director.
4. BCOE Leads and at least three (3) other BCOE team members will be coached in Liberatory Design.
5. The BCOE lead will become familiar with key elements and implementation of all grant innovations.
6. The BCOE lead will serve as primary contact with LEAs selected to participate in the grant, ensure full participation in all activities and confirm appropriate use of designated funds.
7. The BCOE agrees to participate for the three (3) years of the state funded MCAP.
8. The BCOE agrees to provide all necessary support for program implementation, program evaluation, data collection and research.
9. The BCOE agrees to submit quarterly and annual program and budget reports to CABE for compilation and submission to CDE.
10. The BCOE agrees to provide and/or confirm meeting and training facility for regional summits and professional development sessions.
11. The BCOE agrees to coordinate schedules, travel and meeting spaces for all participating BCOE and LEA team members.
12. During in-person events, the BCOE agrees to provide light refreshments for MCAP participants from funds other than EWIG funds.
13. The BCOE agrees to maintain fidelity with MCAP content and design including timeframe for MCAP sessions.
14. The BCOE agrees to establish a language center in Spanish to provide interpretation, translation and curriculum and instructional support in the language.
15. The BCOE will commit to selecting five (5) Lead Education Agencies to participate in stages one (1) through four (4) of the MCAP.
16. The BCOE agrees to assist in recruitment of LEA and site leaders and teachers for program participation.
17. The BCOE will provide and coordinate innovation training for participating Lead Education Agencies based on LEA's selection.
18. The BCOE will distribute a stipend to LEA for substitutes, extra hours, and professional learning completion. LEA will receive eleven thousand dollars (\$11,000.00) each year for the life of the Agreement as follows:

July 2020 – June 2021: upon full execution of Agreement

July 2021 – June 2022: September 2021

July 2022 – June 2023: September 2022

19. The BCOE and LEA will assist and collaborate with CABE and Wexford Inc. to ensure that all data is collected through interviews, focus groups and surveys for designated participants, students, teachers and principals, and that student assessment and achievement data is provided according to data collection schedule.
20. The BCOE, selected LEAs and appropriate staff will participate in the following as identified in MCAP.
21. The BCOE will disseminate and support surveys or other tools that enhance knowledge of the English Learner Roadmap.

Memorandum of Understanding
Between
Palermo Union Elementary School District
And
California School Employees Association And Its Palermo Chapter #366 (CSEA)

Due to the unprecedented nature of the COVID-19 pandemic PUESD and the CSEA Chapter #366 have recognized the need to provide flexibility in job assignments and duties. Current school hours associated with PUESD's Blended Learning Model have impacted the need for additional hours and a change in shift time for two custodial positions.

Due to the retirement of an employee assigned to a 3.5 hour "after school hours" custodial, PUESD was able to offer substitute hours to Richard Rethaford (a 3.5 hour custodial employee). In addition, this same employee was offered an additional 1 hour of duty time to complete the additional sanitation of classrooms due to COVID -19. As a result, this employee has been working 8 hours per day.

PUESD and CSEA Chapter #366 recognize the following:

1. PUESD is not creating a permanent 8 hour custodial position. These additional 4.5 hours have been offered to a part time employee as a result of the COVID-19 pandemic.
2. These hours are temporary in nature; the employee is not entitled to a permanent assignment of these additional hours. The employee will return to their assigned 3.5 hour position upon PUESD's return to a regular school schedule, when the vacant position is filled, or the shift change and additional hour is no longer necessary.
3. That the employee is entitled to the additional accrual of sick leave and vacation time as indicated for an 8 hour position for the duration of their assignment to these additional 4.5 hours.
4. The employee is entitled to the health and medical benefits associated with an 8 position for the duration of their assignment to these additional 4.5 hours.
5. This is an unprecedented situation and that circumstances may change frequently. Should new issues arise, the Parties agree to address such issues in a collaborative fashion.

By: Kathleen Arda-Nelms
Palermo Union Elementary School District

Date: 1/21/2021

By: Diana Delgado
CSEA Chapter #366

Date: 1/21/2021



California State University, Chico
School of Education
Palermo Union Elementary School District
Paid Internship Agreement

This agreement is between Palermo Union Elementary School District ("District") and California State University, Chico ("University"), who may be referred to collectively as the parties. The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential, or are participating in an alternative paid internship position ("Paid Intern"). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing, or are participating in an alternate paid internship position ("Paid Interns") will gain experience in the public school setting. University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to Paid Interns and Local Support Teachers. Such individuals may be referred to below as *University Supervisors*.

I. TERM OF THE AGREEMENT

- A. This Agreement shall remain in effect for a term of five (5) years beginning January 13, 2021 and ending January 12, 2026, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party.

II. RECITALS

- A. University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential, and Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

- A. In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English Learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.
- B. Under the approved regulations, the University and District must:
1. Identify a Local Support Teacher or other designated individual who meet the CTC's specified criteria prior to a Paid Intern's start date.
 2. Provide a minimum of 144 hours per year (72 hours per semester) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

- a. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide an additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English Learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Local Support Teacher. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
 - a. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
 - b. More information regarding the types of activities that count towards these support hours may be found at <http://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:

- A. District will submit to University's School of Education a *School District Letter of Intent to Hire* (Exhibit A). Visit University School of Education's website <http://www.csuchico.edu/soe/> for more information.
- B. District will provide each Paid Intern with a certified, experienced district-employed Local Support Teacher who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Local Support Teacher as needed. The Local Support Teacher must:
 1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
 2. have a minimum of three years of successful K-12 teaching experience,
 3. be recognized and recommended by the site administrator as an qualified and effective teacher,
 4. be an effective communicator and collaborator with other professional teachers, and
 5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.

- C. District will identify a district-employed Local Support Teacher, and will complete the *Local Support Teacher Information Form* (Exhibit B). Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching within the District under the supervision of a district-employed Local Support Teacher.
- E. District will provide appropriate training, personal protective equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization's clients. Appropriate training shall include, but not be limited to, pandemic training as it relates to the student's learning activities
- F. District will provide release time and compensation for the Paid Intern and Local Support Teacher for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.
- G. District will pay University a sum of \$1,500 per semester per Paid Intern.
- H. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
- I. District will instruct Paid Intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
- J. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.
- K. Support the completion of the Intern Requirement Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.
- L. District will notify the University of any changes in employment during the internship;
- M. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.
- N. District will review details and pre-requisite requirements for becoming a Paid Intern found at www.csuchico.edu/soe/intern, and verify that the proposed teaching position:
 - i. is in a public school district or public charter school;
 - ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
 - iii. does not displace any certificated employees in the school district;
 - iv. is at least 50% of a full-time position;
 - v. is appropriate for the subject matter competence of the credential candidate;
 - vi. is supported by the local bargaining unit representing district teachers;
 - vii. is hired through an alternative authorization to teach while the Intern Credential is being processed, if necessary; and

- viii. is assigned a reasonable teaching load for a teacher- in-training and protected from extracurricular and case-overload demands.

V. UNIVERSITY DUTIES

- A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.
- B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills subject matter competence, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an Intern Credential.
- C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including student teaching, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable;
- D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching at least four times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.
- E. Provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- F. University Supervisor will confer regularly with District and site administration and district-employed Local Support Teacher through meetings, telephone calls, and/or e-mail.
- G. University will immediately notify appropriate District and site administration if University administration has knowledge of, or suspects any professional or ethical violations by a Paid Intern. District will cooperate with University in any investigation concerning the reported violation.
- H. University will guarantee that the Paid Intern and the University Supervisor have appropriate finger printing and background check clearance.
- I. University will instruct Paid Interns in *California Department of Education Child Abuse Identification & Reporting Guidelines*.
- J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

VI. DISTRICT DISCRETION

- A. It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

VII. LIABILITY INSURANCE & WORKERS' COMPENSATION

- A. The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Paid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.
- B. Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement.
- C. University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.
- D. The University is permissibly self-insured through the State of California for automobile liability.
- E. The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.
- F. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.
- G. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

VIII. INDEMNIFICATION

- A. University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

- B. District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

IX. ADDITIONAL PROVISIONS

- A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in the county where the District is located.
- C. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- D. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law.
- E. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- F. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.
- H. Organization is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." Organization is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local government directives regarding COVID-19. Organization the best of its knowledge and belief, is in compliance with those current CDC

guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Organization will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Organization becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

X. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

For the University:	For the Community Organization:
California State University, Chico Director of Procurement & Contract Services 400 W. 1 st St. Chico, CA 95929-0244	Palermo Union Elementary School District Superintendent 7390 Bulldog Way, Palermo, CA kandoe@palermok8.org

XI. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

California State University, Chico

Palermo Union Elementary School District

By _____
Deborah Summers, Associate Dean
College of Communication and Education

By Digital signature 1.19.2021
Kathleen Andoe-Nolind

By _____
Lupita Arim-Law
Procurement and Contract Services

Title Superintendent

Date _____

Date January 19, 2021

Student Enrollment Analysis 2021-22 Projection

Source: P2 reports

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Projected 2021-22
Transitional Kindergarten			27	21	24	14	28	17	23	32	22	24
Kindergarten	147	155	135	157	142	125	122	149	142	138	139	137
First Grade	161	139	149	131	137	132	121	125	155	134	132	134
Second Grade	158	155	150	152	127	144	126	119	132	142	135	131
Third Grade	140	150	145	134	138	124	152	123	127	138	135	135
	606	599	606	595	568	539	549	533	579	584	563	561
Fourth Grade	143	134	150	148	134	149	136	151	137	123	131	134
Fifth Grade	147	138	138	147	137	136	150	147	161	137	120	133
	290	272	288	295	271	285	286	298	298	260	251	267
Sixth Grade	133	134	141	126	147	136	134	156	146	171	146	128
Seventh Grade	125	121	131	140	116	143	127	127	157	147	169	146
Eighth Grade	131	121	112	131	131	108	134	134	130	172	149	174
	389	376	384	397	394	387	395	417	433	490	464	448
CDS	26	17	15	10	9	6	9	11	6			
Home Study/Independent	28	17	16	18	20	8	16	12	21			
Special Education	13	17	12	10	7	7	4	1	0			
Totals	1352	1298	1321	1325	1269	1232	1259	1272	1337	1334	1278	1276
% Change Over Prior Year	1.81%	-3.99%	1.77%	0.30%	-4.23%	-2.92%	2.19%	1.03%	5.11%	-0.22%	-4.20%	-0.16%
P-2 ADA	1,262.86	1242.15	1242.76	1251.03	1206.36	1158.08	1183.46	1202.04	1251.19	1266.24		
% of ADA per enrollment P-2	93.41%	95.70%	94.08%	94.42%	95.06%	94.00%	94.00%	94.50%	93.58%	94.92%	0.00%	0.00%

REFERENCE #6

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).

School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Honcut Elementary
Street	68 School Street
City, State, Zip	Oroville
Phone Number	530-742-5284
Principal	Heather Scott
E-mail Address	hscott@palermok8.org
School Website	www.palermoschools.org
CDS Code	04-61523-6003289

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Palermo Union Elementary School District
Street	7390 Bulldog Way
City, State, Zip	Palermo
Phone Number	(530) 533-4842
Superintendent	Kathleen Andoe-Nolind
Web Site	http://www.palermoschools.org/
E-mail Address	kandoe@palermk8.org

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

Palermo Union School District is comprised of six schools: Helen M. Wilcox Elementary School (K-3), Honcut Elementary (K-2), Golden Hills Elementary (4-5), Palermo Middle School (6-8), and Palermo Community Day School (K-8). The district is located in Butte County, in the northern part of California's Sacramento Valley.

Located twenty-two miles south of Oroville, Honcut Elementary is a one-room schoolhouse. The enrollment is approximately 15 students (K-3). Honcut provides a Title 1 school-wide program. We have a full-day Kindergarten program. We also have the following programs: Indian Education and English Learner. The students also have access to Chromebooks and a library. Palermo Union School District implements a Professional Learning Community (PLC) model. The teaching staff and administrators have developed differentiated instructional strategies to teach students at all abilities. We have implemented a Response to Intervention (RTI), focus groups, and student tutoring within school hours. Teachers and administrators are implementing Explicit Direct Instruction (EDI) based on student engagement.

School goal-all students will reach high standards, attaining met or exceeded the standard in reading and mathematics by 2019-2020. Progress indicators will be from local district benchmarks, DIBELs, local assessments formative and summative, and are monitored weekly, at each trimester and at the end of the school year.

The mission of Honcut and the Palermo Union School District is to provide a variety of educational programs, in a safe and mutually respectful environment that is effective, accessible, and equitable; prepare students for leadership, employment, and citizenship; and promote students' intellectual, ethical, cultural, emotional, moral, social, and physical growth. We will maintain a safe, caring, moral, drug-free, and supportive environment, with the ultimate goal of students becoming successful, productive and responsible citizens

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Honcut School benefits from an active Parent Teacher group (PTG) shared with Helen Wilcox School. Parents are encouraged to serve on the School Site Council (SSC). Parents and guardians can support their child's learning by monitoring school attendance, and homework completion, participating in extracurricular activities, volunteering at school, attending SSC meetings, and/or planning and participating in activities at home that are supportive of classroom activities.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

In compliance with Ed Code 35329.6, the District Comprehensive Safety Plan/Emergency Management Plan is reviewed, updated, and approved by the Governing Board annually by March 1. Each school maintains a copy of the safety plan on site and a copy of the site's emergency conditions in each classroom. Key elements of the Safety Plan include: a plan of action for maintaining a safe and orderly environment conducive to learning at the school (ie: assessment of school safety, identification of strategies and programs that will maintain school safety and campus security) and emergency management procedures consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) developed by the U.S. Department of Homeland Security. Key elements of the site Emergency Conditions include: a plan of action for a coordinated school wide response to emergencies (ie: intruder on campus, fire, emergency lockdown, evacuation, etc.) Safety drills are held on a regular basis. Fire drills are held monthly. Earthquake/disaster and intruder drills are held twice a year. Visitors to the campus are required to sign in with the teacher.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/02/2020

This section should be kept to 1-2 paragraphs.

LEA maintenance staff ensures that the repairs necessary to keep the school in good repair, and working order, are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority. A daytime custodian takes care of the day-to-day operational needs on site while helping to maintain safety and cleanliness.

School Facilities: Condition of school facilities meets Education Code Sections: 17014 Necessary repairs, renewals and replacements; enforcements; plan preparation certification 17032.5. Portable classrooms; leases, conditions; 17010.75 (a) Maintenance of facilities; and 17089 (b) Lease of portable classrooms; amount; maintenance; repairs; costs.

Teaching and learning space: Honcut has one classroom with a computer station for student use and the food services distribution facility. Another room houses the Butte County Office of Education (BCOE) library depository for student and staff use and serves as a teacher workroom. A third building houses the BCOE After

School Program. All buildings are portables and are between ten to fifteen years old. Student and staff restrooms are adequately maintained, clean and in working order. Honcut playground is adequate in size with sandy and grassy areas. Large Oak trees provide ample shade. Play structures are safe and adequately maintained.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
Overall Rating:	Exemplary	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	1	1	1	70
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	0
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: November 2020

This section should be kept to 1-2 paragraphs.

All textbooks used are from the most recent state of California adoption. We are currently reviewing the science curriculum for adoption. Honcut Elementary makes sure we have sufficient textbooks and instructional materials for each student. Please see below for a list of materials we use. We also use Wilson FUNdation a systematic, explicitly taught phonics program. This is non-adopted instructional materials.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	National Geographic: Reach For Reading, 2016	Yes	0.0 %
Mathematics	McGraw-Hill: My MATH	Yes	0.0 %
Science	MacMillian: McGraw Hill: California Science	No	0.0 %
History-Social Science	Studies Weekly K-6 CA History-Social Science 2017	Yes	0.0 %
Foreign Language			
Health			
Visual and Performing Arts			

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Science Laboratory Equipment (grades 9-12 schools only)			

♦ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$20,364	\$2,396	\$17,968	\$87,848
District	♦	♦	\$9,067	\$80,929
Percent Difference: School Site and District	♦	♦	65.8	8.2
State	♦	♦	\$7,750	\$80,565
Percent Difference: School Site and State	♦	♦	79.5	8.6

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Honcut Elementary provides standards based, high quality instruction to all students in all subject areas. We provide additional academic support and supplemental services through our school-wide reading intervention time during the school day. Title 1 funding supports improvement of the teaching and learning of children who are at risk of not meeting academic standards and reside in areas with high concentration of children from low-income families. It also provides additional academic support from an instructional aide who works in the classroom under the guidance of a credentialed teacher.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	3	3

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

The district schedules staff development on non-contract days or after school hours: staff development includes afterschool workshops, conference attendance, individual mentoring, and PLC. Areas of focus for staff development is selected based on the needs of the district from achievement data. Teachers are supported through teacher-principal meetings and professional learning communities. PUSD teachers engage in active staff development throughout the year by attending in-District training sessions given by staff and consultants, as well as site-based sessions presented at staff meetings, committee/grade level meetings, and during formal observation post conferences. Staff development has focused on fostering the Explicit Direct Instruction (EDI) and professional collaborative teams. District and site sessions, as well as follow-up classroom observation and feedback, have been provided on the following topics: Student Engagement, Checking for Understanding-TAPPLE, Corrective Feedback, and Delivering Information. August 2020 teachers will given the opportunity to attend a trauma informed training from BCOE. Annually webinars are available for teachers: DreamBox, Reflex and Lexia Core 5.

School Completion and Postsecondary Preparation

This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	0.0	0.0	7.0	5.6	3.5	3.5
Expulsions	0.0	0.0	0.0	0.9	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions	0.0		
Expulsions	0.0		

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).

[School Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Helen M. Wilcox Elementary School
Street	5737 Autrey Ln.
City, State, Zip	Oroville, CA 95966-7278
Phone Number	(530) 533-7626
Principal	Heather Scott
E-mail Address	hscott@palermok8.org
School Website	www.palermoschools.org
CDS Code	04 61523 6003289

[District Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Palermo Union Elementary School District
Street	7390 Bulldog Way
City, State, Zip	Palermo, CA 95968
Phone Number	(530) 533-4842 Ext. 7
Superintendent	Kathleen Andoe-Nolind
Web Site	www.palermoschools.org
E-mail Address	kandoe@palermok8.org

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

About Our School

Helen M. Wilcox Elementary School is one of five schools that make up the Palermo Union School District. The district is comprised of Helen M. Wilcox Elementary (K-3), Honcut Elementary (K-3), Golden Hills Elementary (4-5), Palermo Middle School (6-8) and Community Day school (K-8). The district is located in Butte County, in the northern part of California's Sacramento Valley. Located four miles south of Oroville, Helen M. Wilcox was built in 1959. Wilcox is a Title 1 school-wide program. We have a transitional kindergarten classroom and a full day kindergarten program. We also have the following programs: Indian Education, English Learner, and a reading intervention program.

The staff at Helen Wilcox embraces the Professional Learning Community (PLC) model as well as the Learning for All concept. The teaching staff and administrators have developed strategies to teach students of all ability levels by including the implementation of Response to Intervention (RTI). The staff utilizes Explicit Direct Instruction strategies and techniques to enhance student engagement.

School goal-all students will reach high standards, attaining met or exceeded the standard in reading and mathematics by 2020-2021. Progress indicators will be from local district benchmarks, DIBELS, local assessments formative and summative, and are monitored weekly, at each trimester and at the end of the school year.

The mission of Helen Wilcox and the Palermo Union School District is to provide a variety of educational programs, in a safe and mutually respectful environment that is effective, accessible, and equitable; prepare students for leadership, employment, and citizenship; and promote students' intellectual, ethical, cultural, emotional, moral, social, and physical growth. We will maintain a safe, caring, moral, drug-free, and supportive environment, with the ultimate goal of students becoming successful, productive and responsible citizens.

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Helen M. Wilcox Elementary School values parents! Parents are invited to participate in the school's activities and in their child's education in a variety of ways. Parents and guardians are given the opportunity to work in a mutually supportive and respectful partnership with the school to help their child succeed. We encourage our parents to volunteer in the classroom and on field trips, as well as attend all school events. We have a volunteer policy in the school office. Some of those events are Parent Education Nights, Meet and Greet (beginning of the year), Reading Pals, Open House, Parent/Teacher conferences, parent meetings, Muffins for Moms, and Doughnuts for Dads.

Helen Wilcox benefits from an active Parent Teacher Group (PTG). The PTG works with the community on various fundraisers and supports student activities. Parents are encouraged to serve on the School Site Council (SSC). Parents of English Learners are encouraged to serve on the English Learner Advisory Committee

(ELAC/DELAC). Parents are also encouraged to monitor student attendance and homework completion, participate in school activities, volunteer and attend meetings.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

In compliance with Ed Code 35329.6, the PUSD District Comprehensive Safety Plan/Emergency Management Plan is reviewed, updated and approved by the Governing Board annually by March 1. Each school maintains a copy of the Safety Plan on site and a copy of the site Emergency Conditions portion of the plan is maintained in each classroom. Key elements of the Safety Plan include: a plan of action for maintaining a safe and orderly environment conducive to learning at the school (ie: assessment of the school safety, identification of strategies and programs that will maintain school safety and campus security) and emergency management procedures consistent with the Standardized Emergency Management Systems (SEMS) and the National Incident Management Systems (NIMS) developed by the U.S. Department of Homeland Security.

Key elements of the site Emergency Conditions include: a plan of action for a coordinated school-wide response to emergencies (ie: intruder on campus, fire, emergency lockdown, evacuation, etc.) Safety drills are held on a monthly/regular basis. Fire drills are held monthly. Earthquake/disaster and intruder drills are held twice a year. Visitors to the campus are required to sign in at the school office and wear a visitor's pass at all times. School is gated and locked from 8:30- 2:30 while school is in session.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/02/2020

This section should be kept to 1-2 paragraphs.

The LEA takes great effort to ensure that all schools are clean, safe, and functional. To assist in this effort, the LEA uses a facility inspection tool developed by the State of California OPSC. The results are available at the school office.

Year and month in which data were collected: August 2018

Facilities: Condition of school facilities meets Education Code Sections: 17014 Necessary repairs, renewals, and

2020 SARC Input Form for Helen M. Wilcox Elementary School

replacements; enforcement; plan preparation certification; 17032.5 Portable classrooms; leases, conditions; 17010.75(a) Maintenance of facilities; and 17089(b) lease of portable classrooms; amount; maintenance; repairs; costs.

Teaching and Learning space: Wilcox has 37 classrooms, an assembly room/cafeteria, and a library/media center located in the main building. Included are 16 portable classrooms. A staff workroom is located in a portable as a teacher resource room. Our second computer lab is also located in one of the portables. A staff lunchroom is located in the first-grade wing. Student and staff restrooms are adequately located throughout the campus and are kept clean and in good working order. Wilcox maintains a Kindergarten playground that is shared with two preschool classes and our TK class and a 1st through 3rd-grade playground area that is approximately 1/2 acre with ample shade. There is an outdoor classroom that has a flower garden and eight benches. The campus is locked and secured during school hours 8:30-2:30. Parents and guests sign in at the office.

LEA maintenance staff ensures that the repairs necessary to keep the school in good repair, and working order, are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority. A daytime custodian takes care of the day-to-day operational needs on site while helping to maintain safety and cleanliness. Two nighttime custodians maintain the cleanliness of the school by cleaning the entire facility each night.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	Repair roof leaks in maintenance shop
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
Overall Rating:	Exemplary	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	30	33	32	70
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	0
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: November 2020

This section should be kept to 1-2 paragraphs.

All textbooks used are from the most recent state of California adoption. We are currently reviewing Science adoption. Helen Wilcox makes sure we have sufficient textbooks and instructional materials for each student. Please see below for a list of materials we use. We also use Wilson FUNDation a systematic, explicitly taught phonics program. This is non-adopted instructional materials.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	National Geographic: Reach for Reading 2016	Yes	0.0
Mathematics	McGraw-Hill: My Math	Yes	0.0
Science	MacMillian: McGraw-Hill: California Science	No	0.0
History-Social Science	Studies Weekly K-6 California History-Social Science 2017	Yes	0.0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

♦ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12,319	\$2,805	\$9,514	\$80,707
District	♦	♦	\$9,067	\$80,929
Percent Difference: School Site and District	♦	♦	4.8	-0.3
State	♦	♦	\$7,750	\$80,565
Percent Difference: School Site and State	♦	♦	20.4	0.2

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Helen M. Wilcox Elementary School provides standards based, high quality instruction to all students in all subject areas. We provide additional academic support and supplemental services through school-wide reading intervention classes within the school day. Achievement data and student progress is regularly monitored in order to insure that students are assigned to appropriate classes and intervention services. Students that are not meeting grade level standards also receive instructional support from our educational specialists. Title I funding supports improvement of the teaching and learning of children who are at risk of not meeting academic standards and reside in areas with high concentration of children from low-income families.

It also provides additional academic support from instructional aides who work in the classroom under the guidance of a credentialed teacher. Title VII funding is used to provide Indian Education students with additional academic support from an instructional aide who provides in-class assistance. English Language Learners who have not yet reached fluency receive approximately 30 minutes of English Language instruction daily, in addition to their core Reading/ELA classes. Reading intervention is a five day a week program based on the Susan Barton system. The program is 30 minutes of daily instruction in small groups K-3. We also have a school wide foundational program, Wilson FUNdation. The program is taught by the general ed teacher 30 minutes daily.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	5	6	6

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

The district schedules staff development on non-student days and/or non-contract days, or during after school hours. Staff development is delivered through after school workshops, conference attendance, individual mentoring, and PLC. Areas of focus for staff development are selected based on need, as shown in achievement data. Teachers are supported through teacher-principal meetings and professional learning communities. PUSD teachers engage in active staff development throughout the year by attending in-district training sessions provided by staff and consultants, as well as site-based sessions presented at staff meetings, committee/grade level meetings, and during formal observation post conferences. Staff development has focused on fostering the Explicit Direct Instruction (EDI) strategies and techniques, and professional collaborative teams. District and site sessions, as well as follow-up classroom observations and feedback have been provided on the following topics: Student Engagement, Checking for Understanding-TAPPLE, Corrective Feedback, and instructional strategies, PBIS, CPM, ACEs, ALICE, technology, Illuminate. In August of 2020, before school began teachers were given the opportunity to Trauma Informed training from BCOE. ELD training is being provided in staff meetings after school. Universal Design for Learning strategies are also being presented at staff meetings after school. Annually grade level teams receive 3 days (PLC days) throughout the year to work on data, discuss teaching strategies, watch webinars and work on district let initiatives. This year, PLC days were increased to four. Annual trainings from curriculum webinars: DreamBox, Reflex, Lexia Core 5. Also available to our staff is Global PD by Solution Tree. Our focus has been on PLC team building and essential standards.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	1.9	2.0	7.0	5.6	3.5	3.5
Expulsions	0.0	0.0	0.0	0.9	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions	0.0		

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).

School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Golden Hills Elementary School
Street	2400 Via Canela Ave
City, State, Zip	Oroville
Phone Number	5305326000
Principal	Ms. Kristi Napoli
E-mail Address	knapoli@palermok8.org
School Website	https://goldenhills.palermoschools.org/
CDS Code	04615230110510

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Palermo Union Elementary School District
Street	7390 Bulldog Way
City, State, Zip	Palermo
Phone Number	(530)533-4842
Superintendent	Kathleen Andoe-Nolind
Web Site	http://www.palermoschools.org/
E-mail Address	kandoe@palermok8.org

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

The Palermo Union School District is comprised of five schools; Helen Wilcox (K-3), Honcut Elementary School (K-2), Golden Hills Elementary School (4-5), Palermo Middle School (6-8), and Community Day (K-8). The district is located in Butte County, in the northern part of California's Sacramento Valley.

Palermo Union School District Vision: All Palermo students will receive a meaningful and challenging education that will provide the opportunity to become life-long learners and motivated to be contributing members of society.

Palermo Union School District Mission: In partnership with parents and other community stakeholders, it is the mission of the Palermo School District to create the conditions necessary to ensure that every Palermo student achieves our vision.

School Description: Golden Hills Elementary School, built in 2006, is located south of Oroville and has approximately 300 students. Golden Hills provides a Title 1 School-Wide Program(SWP) in addition to reading Intervention, math Intervention, English Language Development, special education, Indian Education, and library services. Every classroom at Golden Hills is considered a smart room, equipped with technology which is used to reach our diverse learners. This technology includes a projector, document camera, and amplification systems. In addition, each student is assigned a Chromebook. Every student at Golden Hills receives music education once a week from a music teacher and has the opportunity to join a weekly beginning band class. Golden Hills also has a focus on increasing physical fitness for students by holding monthly school-wide fitness activities and culminating in an annual two-week Olympic event at the end of the school year. In addition to our required P.E. minutes, students also receive weekly instruction from a physical education teacher.

Golden Hills embraces the Professional Learning Community (PLC) model as well as the Learning For All concept. The teaching staff and administrators have developed strategies to teach students of all ability levels, including implementation of MTSS (Multi-tiered System of Support: academic, behavior and social emotional interventions),, and a school-wide intervention block (including ELD). I-Ready is used for diagnostic and learning modules to differentiate instruction for all students. Professional development has been focused on implementing trauma informed responses for all students. There is a one hour S.T.E.A.M. block (Science, Technology, Engineering, Arts, and Mathematics). Professional Development for the staff is focused on Trauma Informed Responses, PLC, NGSS and ELD strategies.

School Goals: All students will think critically, collaborate, and persevere through rigorous, relevant and engaging tasks to reach academic success. Progress indicators will be CAASP scores, local district benchmarks. Local assessments, both formative and summative, are monitored and analyzed weekly, each trimester, and at the end of the school year.

Mission Statement: Golden Hills, in a cooperative effort with students, families, and the community, will provide an excellent educational program to ensure that all students are successful life-long learners. We will maintain a safe, caring, moral, drug-free, and supportive environment, with the ultimate goal of students becoming successful, productive, and responsible citizens.

Golden Hills Eagles grow together, learn with passion, act with kindness and change the world!

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Parental Involvement is an important part of student success. Parents and guardians are given the opportunity to work in a mutually supportive and respectful partnership with the school to help their child succeed. We encourage parents/guardians to volunteer in the classroom and on field trips, as well as attend Back to School Night, Open House, Parent/Teacher Conference, Title 1 Meetings, Muffins for Moms, Doughnuts for Dads, STEAM night and other family events. Golden Hills benefits from an active Parent Teacher Group (PTG). The PTG works with the community on various fundraisers and supports student activities. Parents are encouraged to serve on the School Site Council (SSC). Parents of English Learners (EL students) are encouraged to serve on the English Learner Advisory Committee (ELAC). Parents and guardians can support their child's learning environment by monitoring school attendance and homework completion, participating in extracurricular activities, volunteering at school, attending SSC meetings, and by planning and participating in activities at home that are supportive of classroom instruction.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The Palermo Union School District Comprehensive Safety Plan/Emergency Management Plan is reviewed, updated and approved by the Governing Board annually by March 1. Each school maintains a copy of the Safety Plan on site and a copy of the site Emergency Conditions portion of the plan is maintained in each classroom. Key elements of the Safety Plan include: a plan of action for maintaining a safe and orderly environment conducive to learning at the school (i.e. assessment of school safety, identification of strategies and programs that will maintain school safety and campus security) and emergency management procedures consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) developed by the U.S. Department of Homeland Security.

Key elements of the site Emergency Conditions include: a plan of action for a coordinated school wide response to emergencies (i.e. intruder on campus, fire, emergency lockdown, evacuation, etc.). Safety drills are held on a regular basis. Fire drills are held monthly. Earthquake/disaster and lock down drills are held twice a year. All employees wear ID badges and visitors to the campus are required to sign in at the school office and wear a visitor's pass at all times.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/3/20

This section should be kept to 1-2 paragraphs.

The LEA takes great efforts to ensure that all schools are clean, safe, and functional. To assist in this effort, the LEA uses a facility inspection tool developed by the State of California OPSC. The results are available at the school office. Below is more specific information on the condition of the school and the efforts made to ensure that students are provided with a clean, safe, and functional learning environment. Golden Hills was built in 2006. It has 12 classrooms, a multipurpose room, a library, and an administration building. A staff work room is located in the administration building. Student and staff restrooms are adequately located throughout the campus and are kept clean and in good working order. Golden Hills maintains a playground and garden area. The campus is gated and locked when school is not in session. Parents and guests sign in, and out, at the office. LEA maintenance staff ensures that the repairs necessary to keep the school in good repair, and working order, are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority. A daytime custodian takes care of the day-to-day operational needs on site, while helping to maintain safety and cleanliness. A night time custodian maintains the cleanliness of the school by cleaning the entire facility each night.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
Overall Rating:	Exemplary	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	13	14	13	70
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	0
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: August 2020

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Advance 2017	Yes	0.0
Mathematics	McGraw Hill: My Math 2013	Yes	0.0
Science	MacMillian/ McGraw Hill: California Science	No	0.0
History-Social Science	My World- Interactive: Pearson 2019	Yes	0.0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

♦ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$11,636	\$3,313	\$8,323	\$73,076
District	♦	♦	\$9,067	\$80,929
Percent Difference: School Site and District	♦	♦	-8.6	-10.2
State	♦	♦	\$7,750	\$80,565
Percent Difference: School Site and State	♦	♦	7.1	-9.7

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Golden Hills Elementary School uses a MTSS (Multi-Tiered System of Support) to support students in academics, behavior and social-emotional needs. Our intervention program is based on our essential standards, much of our professional development is based on supporting the PLC's. All of our professional development supports our Single Plan for Student Achievement and is focused on intentional support for our teachers instruction with their input and teacher-led, district led and outside expert led professional development. Teachers meet weekly, on Friday afternoons, to analyze data, investigate best instructional practices, and review assessments and assessment data for general ed students, special education students, English Learners and more.

Local Control Funding Formula (LCFF) from the state provides general funding for the base programs and supplemental programs. The LCFF funds are distributed based on the Local Control Accountability Plan (LCAP) adopted by the PUSD board and developed by the district in conjunction with stakeholders including parents, students, school employees and other stakeholders.

Golden Hills Elementary School provides standards based, high quality instruction to all students in all subject areas. We provide additional academic support and supplemental services through school wide intervention classes within the school day and through after school tutoring. Achievement data and student progress is regularly monitored in order to insure that students are assigned to appropriate classes and intervention services. Students that are not meeting grade level standards also receive instructional support from our education specialists.

Golden Hills updated technology by purchasing 13 View sonics boards, new web and document cameras using CSI and CARES funding.

The purpose of Title I, federal funds help to meet the educational needs of low-achieving students in California's highest-poverty schools. Funds are used to support effective, research-based educational strategies that close the achievement gap between high-and low-performing students and enable the students to meet the state's challenging academic standards. Title I funding supports improvement of the teaching and learning of children who are at risk of not meeting academic standards and reside in areas with high concentration of children from low -income families. It also provides additional academic support from instructional aides who work in the classroom under the guidance of a credentialed teacher.

Title III Limited English Proficient - The purpose of the Title III Limited English Proficient (LEP) Student Program is to ensure that all LEP students, referred to as English learners in California, attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging state academic standards as all other students. English Language Learners who have not yet reached fluency receive approximately 35 minutes of English Language instruction daily, in addition to their core Reading/ELA classes.

Title VII funding is used to provide Indian Education students with additional academic support from an instructional aide who provides in-class assistance.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	5	2

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

The district schedules staff development on non-student days and/or non-contract days, or during after school hours. Staff development is delivered through after school workshops, conference attendance, individual mentoring, and PLC. Area of focus for staff development is selected based on need, as shown in achievement data. Teachers are supported through teacher-principal meetings and professional learning communities. PUESD teachers engage in active staff development throughout the year by attending in-District training sessions given by staff and consultants, as well as site based sessions presented at staff meetings, committee/grade level meetings, and during formal observation post conferences. Staff development has focused on fostering Trauma Informed Responses, Positive Behavior Supports (PBIS) and professional collaborative teams. Site sessions, as well as follow-up classroom observations and feedback have been provided on the following topics: English Language Development, Student Engagement, Social-Emotional Learning, Benchmark Advance, and I-Ready.

School Completion and Postsecondary Preparation

This section applies to schools serving grades 9-12 only.

If your school does not serve grades 9-12, simply skip and leave this section blank.

It will not be included in the full SARC.

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	0.3	6.3	7.0	5.6	3.5	3.5
Expulsions	0.0	1.6	0.0	0.9	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions	0.0		

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

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A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).

School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Palermo School
Street	7350 Bulldog Way
City, State, Zip	Palermo, CA 95968
Phone Number	530-533-4708
Principal	Kimberly Solano
E-mail Address	ksolano@palermok8.org
School Website	https://palermomiddle.palermoschools.org/
CDS Code	04-61523-6003297

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Palermo Union Elementary School District
Street	7390 Bulldog Way
City, State, Zip	Palermo, CA 95968
Phone Number	530-533-4842
Superintendent	Kathleen Andoe-Nolind
Web Site	http://www.palermoschools.org
E-mail Address	kandoe@palermok8.org

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

The Palermo Union School District is located approximately six miles south of Oroville, the county seat of Butte County. The Palermo community is a rural, agricultural community encompassing an area of 75 square miles. The District consists of five schools: Helen Wilcox (K-3), Honcut (K-3), Golden Hills (4-5), Palermo (6-8), and the Palermo Community Day School (K-8). The Palermo School campus is located in the center of the Palermo community and has an enrollment of approximately 461 students. The total district enrollment is approximately 1,345 students.

Palermo School's goal is to insure that all students have the opportunity and support needed to meet or exceed the grade level standards, at a minimum, attaining proficiency or advanced proficiency in reading and mathematics. State standardized and local measures of academic growth, both formative and summative, are monitored weekly, each trimester, and at the end of the school year. We provide a standards-based education for all students via the implementation and support of a Professional Learning Communities model. The teaching staff and administrators continue to develop and implement curriculum, programs and strategies to assist students in achieving and/or exceeding grade level standards. Intervention strategies/opportunities are built into the school day for students who have not mastered grade level standards. Certificated teachers also provide after school tutoring at all grade levels.

The Mission of Palermo School and the Palermo Union School District is to provide a variety of educational programs, in a safe and mutually respectful environment that are effective, accessible, and equitable; prepare students for leadership, employment, and citizenship; and promote students' intellectual, ethical, cultural, emotional, moral, social, and physical growth. Working together with students, families, and community in a cooperative effort, we will provide a rigorous, standards based educational program to ensure that all students are successful life-long learners, in a safe, caring, moral, drug free, and supportive environment, with the ultimate goal that they will become successful, productive, and responsible citizens.

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Parents and guardians are given the opportunity to work in a mutually supportive and respectful partnership with the school to help their child succeed. Parents and guardians can support their child's learning by: monitoring school attendance and homework completion, participating in extracurricular activities, volunteering at school, and planning and participating in activities at home that are supportive of classroom activities. Parents are able to participate in the decision making processes at the school via the LCAP development, School Site Council, Title VII Indian Education Parent Committee, and the English Learner Advisory Committee (ELAC). Families are apprised of school activities and opportunities through the bi-weekly newsletter, The Bulldog's Bark, which highlights learning opportunities/student accomplishments in pictures and videos. In addition, during the school year, there are several opportunities to meet with the administrators during Coffee and Conversations with the principals during traditional school years that are not impacted by a pandemic. Finally, families of struggling, at-risk or special needs students are given additional

support through customized meetings and the school's Multi-Tiered Systems of Support to meet the needs of their students.

For information on how to get involved in any of these groups or activities, please contact the school office at (530) 533-4708.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

In compliance with Ed Code 35329.6, the District Comprehensive Safety Plan/Emergency Management Plan is reviewed, updated, and approved by the Governing Board annually by March 1. Each school maintains a copy of the Safety Plan on site and a copy of the site Emergency Conditions portion of the plan in each classroom. Key elements of the Safety Plan include: a plan of action for maintaining a safe and orderly environment conducive to learning at the school (i.e.:assessment of school safety, identification of strategies and programs that will maintain school safety and campus security) and emergency management procedures consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) developed by the U.S. Department of Homeland Security.

Key elements of the site Emergency Conditions include: a plan of action for a coordinated school wide response to emergencies (i.e. intruder on campus, fire, emergency lockdown, evacuation, etc). Safety drills are held on a regular basis. Fire drills are held monthly. Earthquake/disaster and intruder drills are held twice a year. Visitors to the campus are required to sign in at the school office and wear a visitor's pass at all times.

Palermo School is a closed campus, complete with fencing and gates surrounding the campus as well as a gate in the office foyer that prevents anyone from walking through without first checking into the main office. With a security camera system in place, school personnel are better able to monitor and maintain site of campus visitors and prevent intruders. Additionally, during the COVID 19 Pandemic, Palermo School follows a strict campus safety and virus prevention protocol to ensure the health and safety of all students, faculty and staff.

Finally, Palermo School utilizes the app STOP IT for bully prevention and ongoing training for students and all staff address and target the establishment of a bully-free, emotionally and physically safe campus. We use Catapult EMS to help with emergency and crisis management. As a site, we have established priorities for additional safety improvements.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/05/2020

This section should be kept to 1-2 paragraphs.

The Palermo Union School District takes pride in ensuring that all schools are clean, safe, and functional. To assist in this effort, the district utilizes a facility inspection tool developed by the State of California OPSC to monitor the overall condition of the school grounds and facilities.

Classrooms and all learning environments utilized by students and staff are cleaned on a nightly basis. Restrooms are in good working order and are cleaned nightly; in addition they are also cleaned, as needed, throughout the school day. On site custodial and maintenance staff ensure that issue involving cleanliness and/or safety are addressed immediately.

The Palermo School playground covers over two acres which includes grass playing fields and a large black top area. Large trees provide ample shade. Play structures and concrete picnic tables and benches are maintained in safe and working order. The swing and bar area is filled with rubber chips in order to provide safe surface under those play structures. District maintenance staff ensure that any necessary repairs are completed in a timely manner. Maintenance projects for 2020/21 school year have included: Safety projects including installation of a school doorbell and locked entrance to control campus traffic, installation of hand sanitizers and PPE/hand washing stations to ensure student and staff health safety, routine maintenance and upkeep of all facilities.

As of December 2020, the Facility Inspection Tool gives the campus an overall rating of "in good repair" (96.54%) with no extreme deficiencies.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Fair	Trans. Office/MOT Office/Bus barn needs new flooring Carpet worn in classrooms, library/computer room, district office Ceiling needs repair in cafeteria
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	Needs sections of siding replaced on Bus Barn
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	Irrigation improvements necessary on baseball field
Overall Rating:	Good	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	23	24	24	70
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	0
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: January 2020

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	All instruction is designed to address the California Common Core State Standards. Currently we are using StudySync (McGraw-Hill). 2016	Yes	0
Mathematics	All instruction is designed to meet the California Common Core Standards. Currently, our instructional teams are using the California Preparatory Mathematics curriculum. 2015	Yes	0

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Science	Focus on Earth, Life and Physical Science (CPO, 2006). Due to the suspension of the state curriculum adoption cycle, we continue to utilize the science curriculum from the 2006 adoption. We are now looking at curriculum for adoption for the 21-22 school year.	No	0
History-Social Science	All instruction is designed to address the California Common Core State Standards. History Alive! (Teacher Curriculum Institute) We are now looking at curriculum for adoption for the 21-22 school year.	No	0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

♦ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$11,752	\$3,312	\$8,441	\$72,403
District	♦	♦	\$9,067	\$80,929
Percent Difference: School Site and District	♦	♦	-7.2	-11.1
State	♦	♦	\$7,750	\$80,565
Percent Difference: School Site and State	♦	♦	8.5	-10.7

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Palermo School provides standards based, high quality instruction to all students in all subject areas. In addition, we also provide additional academic support and supplemental services through the use of intervention classes within the school day and after school tutoring. Achievement data and student progress is regularly monitored in order to ensure that students are assigned to appropriate classes and intervention services. Students that are not meeting grade level standards also receive instructional support from our educational specialist staff.

Title VII funding is used to provide Indian Education students with additional academic support from an

instructional aide who provides in-class assistance. All English Language Learners who have not yet reached fluency are given targeted academic support during the school day, including specific instruction in ELD and the ongoing implementation of SDAI strategies in all academic courses.

Title I funding supports improvement of the teaching and learning of children who are at risk of not meeting academic standards and reside in areas with high concentration of children from low-income families. We have implemented a PBIS behavior system and counseling services are provided. We also have implemented a computerized intervention program in math and ELA, as well as 7 Mindsets that addresses social/emotional concerns.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	5	6	6

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

The district schedules staff development on non-student days and/or non-contract days, or during after school hours. Staff development is delivered through after school workshops, conference attendance, individual mentoring, and PLC. Areas of focus for staff development are selected based on need, as shown in achievement data. Teachers are supported through teacher-principal meetings and professional learning communities. PUSD teachers engage in active staff development throughout the year by attending in-district training sessions provided by staff and consultants, as well as site-based sessions presented at staff meetings, committee/grade level meetings, and during formal observation post conferences. Staff development has focused on fostering the Explicit Direct Instruction (EDI) strategies and techniques, and professional collaborative teams. District and site sessions, as well as follow-up classroom observations and feedback have been provided on the following topics: classroom management, student engagement, corrective feedback, and instructional strategies, PBIS, CPM, ACEs, ALICE, technology, Illuminate. ELD training is being provided in staff meetings after school with Holly Harding from the BCOE, with further bi-weekly meetings with teachers assigned with ELD students. Matt Reddam provides ongoing social and emotional support. Collaborative team meetings occur weekly to target high leverage instructional practices. Annually, grade level teams receive 4days (PLC days) throughout the year to work on data, discuss teaching strategies, watch webinars and work on district initiatives.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	17.4	8.5	7.0	5.6	3.5	3.5
Expulsions	0.0	1.6	0.0	0.9	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).

School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Palermo Union Community Day (K-8)
Street	7350 Bulldog Way
City, State, Zip	Palermo, Ca, 95968-9700
Phone Number	530-533-4708
Principal	Kimberly Solano
E-mail Address	ksolano@palermok8.org
School Website	
CDS Code	04615236115034

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Palermo Union Elementary School District
Street	7390 Bulldog Way
City, State, Zip	95968
Phone Number	(530) 533-4842
Superintendent	Kathleen Andoe-Nolind
Web Site	www.palermoschools.org
E-mail Address	kandoe@palermok8.org

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

About Our School

The Palermo Community Day School staff believe that we can achieve our fundamental purpose of high levels of learning for all students if we work together towards this common goal. This involves parents, teachers, paraprofessionals, and students collectively. Students at the Palermo Community Day School are provided the time and support necessary to cultivate behaviors and attitudes that will enable them to grow academically and socially. We are committed to maintaining a safe environment where all students can learn and grow to their fullest potential.

The Palermo Union School District is comprised of five schools: Helen Wilcox (K-3), Honcut (K-2), Golden Hills (4-5), Palermo (6-8), and the Palermo Community Day School (K-8). The district encompasses a 75 square mile area located in Butte County in the northern Sacramento Valley. Each student has an Individualized Rehabilitation Plan with a required weekly counseling and community service component. Typically students are enrolled for one or two trimesters and are able to apply for re-admittance back into the traditional school setting. Palermo has an ongoing Memorandum of Understanding with Oroville City Elementary School District (OCESD) and Thermalito Union School District (TUSD) for the placement of up to 12 “at risk” students in Community Day.

Mission Statement: The Palermo Community Day School K-8 is designed to meet the needs of students who are exhibiting behavioral, academic, and/or attendance problems. The intent of the program is to help students develop problem-solving skills and more effective coping strategies that will result in a greater chance of success when they return to the regular school setting. CDS staff maintain high expectations across the academic, social, and emotional domains, and remain committed to developing increased resiliency within our students.

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Parents and guardians are given the opportunity to work in a mutually supportive and respectful partnership with the school to help their child succeed. Parents are welcome to volunteer in the classroom and for fundraising and community events. Parents and guardians may support their child’s learning environment by monitoring school attendance and homework completion.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school’s comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

In compliance with state regulations, the District Comprehensive Safety Plan/Emergency Management Plan is reviewed, updated and approved by the Governing Board annually by March 1. Each school maintains a copy

of the Safety Plan on site and a copy of the site Emergency Conditions portion of the plan in each classroom. Key elements of the Safety Plan include: a plan of action for maintaining a safe and orderly environment conducive to learning at the school (ie: assessment of school safety, identification of strategies and programs that will maintain school safety and campus security) and emergency management procedures consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) developed by the U.S. Department of Homeland Security. Key elements of the site Emergency Conditions include: a plan of action for a coordinated school wide response to emergencies (i.e. intruder on campus, fire, emergency lockdown, evacuation, etc). Safety drills are held on a regular basis. Fire drills are held monthly. Earthquake/disaster and intruder drills are held twice a year. Visitors to the campus are required to sign in at the school office and wear a visitor's pass at all times.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/05/20

This section should be kept to 1-2 paragraphs.

School Facilities: Facilities are maintained in a manner to ensure that they are clean, safe and functional as determined by an evaluation instrument developed by the State of California Office of Public Construction.

Teaching and learning space: The Palermo Community Day K-8 has one portable classroom approximately 8 years old. Staff and student bathrooms are adequate and are maintained in clean and working order. The outside area includes grass, large trees, concrete picnic tables and benches maintained in safe and working order.

Maintenance and repair: District maintenance staff ensure that any necessary repairs are completed in a timely manner. A work order process is used to provide efficient service and ensure that emergency repairs are given the highest priority.

Cleaning process: The district governing board has adopted cleaning and safety standards for all schools in the district. A summary of these standards is available at the school office or the district office. The Maintenance & Operations Supervisor works with custodial staff to develop cleaning schedules to ensure a clean and safe school.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Fair	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	Improve irrigation for baseball fields
Overall Rating:	Good	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	1	1	1	70
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	0
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: August 2016

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	K-3: Reach for Reading (National Geographic, 2016) 4-5: Benchmark Advance (2017) 6-8: StudySync (McGraw-Hill, 2016)	Yes	0
Mathematics	K-5: My Math (McGraw-Hill, 2013) 6-8: California Prep. Mathematics (CPM, 2015)	Yes	0
Science	K-5: California Science (McMillan-McGraw 6-8: Focus on Life, Earth and Physical Scienc (CPO, 2006)	No	0

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	K-3: Studies Weekly (2017, most recent adoption) 4-5: My World Interactive (2019, most recent adoption) 6-8: History Alive! (TCI, this is not the most recent adoption)	Yes	0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

♦ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$46,143	\$2,183	\$43,961	\$75,984
District	♦	♦	\$9,067	\$80,929
Percent Difference: School Site and District	♦	♦	131.6	-6.3
State	♦	♦	\$7,750	\$80,565
Percent Difference: School Site and State	♦	♦	140.1	-5.9

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Palermo Community Day School provides standards based, high quality instruction to all students in all subject areas. In addition, we also provide additional academic support and supplemental services through the use of intervention classes within the school. Achievement data and student progress is regularly monitored in order to insure that students are assigned to appropriate classes and intervention services.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement			

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

The district schedules staff development on non-student days and/or non-contract days, or during after school hours. Staff development is delivered through after school workshops, conference attendance, individual mentoring, and PLC. Area of focus for staff development is selected based on need, as shown in achievement data. Teachers are supported through teacher-principal meetings and professional learning communities.

USD teachers engage in active staff development throughout the year by attending in-District training sessions given by staff and consultants, as well as sitebased sessions presented at staff meetings, committee/grade level meetings, and during formal observation post conferences. Staff development has focused on fostering the Explicit Direct Instruction (EDI) strategies and techniques, and professional collaborative teams. District and site sessions, as well as follow-up classroom observations and feedback have been provided on the following topics: Student Engagement, Checking for Understanding-TAPPLE, Corrective Feedback, and Delivering Information.

School Completion and Postsecondary Preparation

This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	50.0	57.9	7.0	5.6	3.5	3.5
Expulsions	0.0	0.0	0.0	0.9	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

Palermo Union Elementary School District

District-Wide COVID-19 Prevention Program (CPP)

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: January 6, 2021

Authority and Responsibility

Kathleen Andoe-Nolind has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

PUESD's COVID-19 Prevention Plan addresses the following work sites. The site administrator or manager listed has authority and responsibility for implementation of the provisions at the work site.

- **Helen Wilcox School: Heather Scott, Principal**
- **Golden Hills School: Kristi Napoli, Principal**
- **Palermo School: Kimberly Solano, Principal**
- **Honcut School: Heather Scott, Principal**
- **Helen Wilcox Preschool, Palermo Preschool, Honcut Preschool: Kimberly Butcher, Director**
- **Transportation and Maintenance: Carlos Aguilar, Director of Maintenance and Transportation**
- **Helen Wilcox Kitchen, Palermo School Kitchen: Connie Cueba, Director of Food Services**

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We have implemented the following in our workplace:

- **Conducted work group sessions that involved representatives from all employee groups for the purpose of determining work place hazards related to COVID-19 and determining strategies to address these hazards.**
- **Worked collaboratively with Butte County Public Health and other educational leaders in our county to develop protocols and procedures for the identification and exclusion of individuals who have been exposed to or may test positive to COVID-19.**
- Evaluated employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Reviewed applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluated existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- **Develop and implement Memorandums of Understanding with both the Palermo Teachers Association (PTA) and CSEA Chapter #366 (CSEA) that outline health and safety protocols related to COVID-19.**

In addition, we will:

- Conduct periodic inspections using the **Appendix A: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

- Provide the opportunity for all staff to participate in surveillance testing once every other month.
- Continue to work collaboratively with all employee groups to identify health and safety concerns associated with COVID-19.
- Actively engage in contact tracing and the exclusion of employees who have tested positive for COVID-19, exhibit symptoms of COVID-19 or a close contact of an individual who has tested positive for COVID-19 or an individual exhibiting symptoms of COVID-19

Employee participation

PUESD employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by **meeting and working cooperatively with district administration**. Employees are encouraged to report their concerns to their immediate supervisor.

Employee screening

All employees are required to self-screen for COVID-19 symptoms prior to reporting to the work site per CDPH guidelines. Upon arrival at their work site, all employees are required to wear facemasks, complete a temperature check and sanitize their hands before reporting for their assigned duties. Employees who exhibit symptoms of COVID-19 are required to immediately leave the work site. In addition, PUESD provides the opportunity for all employees to participate in surveillance testing.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix A: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- All employees will be encouraged to monitor their work environment for unsafe or unhealthy working conditions and will report any concerns to their immediate supervisor.
- Site Administrators and Directors will inspect all work sites on an ongoing basis to ensure that protocols are being followed and that we have adequate supplies of PPE and products for sanitation and hand washing.
- Site Administrators and Directors will document the concern/finding and appropriate correction plan using the Appendix B: COVID-19 Inspections Form and notify the superintendent/designee of their findings and the timeline for correction.

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

[Describe your specific workplace methods, which can include:

- Conducting meetings and other group activities virtually.
- Reducing the number of persons in an area at one time, including visitors.
- Posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.
- Staggering arrival, departure, work, and break times.
- Allowing for remote work, if possible.
- Providing plexiglass barriers in areas where physical distancing is not practical.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

We provide clean, undamaged **disposable** face coverings and ensure they are properly worn by employees over the nose and mouth when indoors and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. **All visitors to any work site in the district will be required to use a face covering.**

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals:

- **Use of plexiglass dividers or other physical barriers.**

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- **Setting HVAC systems to bring in the maximum amount of outside air.**
- **Changing HVAC filters on a regular basis and complete any routine maintenance on these systems.**
- **Using portable air cleaners/filters in classrooms and other work areas.**
- **Encourage employees to open doors and windows when weather conditions allow.**

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces by:

- **Ensuring adequate supplies and adequate time for it to be done properly.**
- **Using cleaning supplies that are effective against the COVID-19 virus.**
- **Developing and implementing a cleaning schedule that ensures that all work areas are cleaned and sanitized daily and as needed throughout the work day.**
- **Sanitizing frequently touched surfaces throughout the work day.**
- **Providing sanitation supplies in all work areas to be used at the employee's discretion throughout the work day.**

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- **Immediately close off any work area used by the employee and restrict access to any equipment used by the employee who has tested positive for COVID-19.**
- **District employees who have been trained in the sanitation process will sanitize any work areas and equipment used by the employee who has tested positive for COVID-19.**

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks,

keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by:

- **Purchasing additional supplies and equipment to reduce and/or eliminate the need for employees to share frequently used materials/equipment.**
- **Providing sanitation supplies in all work areas so that employees can sanitize materials/equipment as needed.**

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- **Provide touch-less hand sanitizer stations in all work areas.**
- **Ensure that all hand sanitizer/soap dispensers are refilled on a regular basis.**
- **Encourage and allow time for employee hand washing.**
- **Provide employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).**
- **Encourage employees to wash their hands for at least 20 seconds each time.**

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Investigating and Responding to COVID-19 Cases

Upon notification of positive COVID-19 case(s) at any work site, the district will immediately contact the positive individual in order to complete contact tracing and determine the possible exposure of other employees. If it is determined that employees are considered close contact the district will:

- **Immediately contact any close contacts by phone call in order to notify them of their exposure.**
- **Notify all employees via their district email account that there has been a positive COVID-19 case in the work place.**
- **Require any close contacts of the positive individual to quarantine for 10-14 days from their last exposure to the positive individual.**
- **Require any individuals testing positive for COVID-19 to quarantine for 10 days from the date of the positive test.**

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand. **All employees will receive a copy of PUESD's CPP in order to notify them of the following:**

- **Employees shall report positive COVID-19 test results, exposure to a COVID-19 positive individual or any COVID-19 symptoms to their immediate supervisor.**
- **Employees can report symptoms and hazards without fear of reprisal.**
- **The district will engage in the interactive process for determining possible accommodations**

for employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.

- **Employees may access voluntary COVID-19 testing at the following locations in Butte/Glenn county:**

Chico

Ampla Health Chico: 680 Cohasset Rd. (530) 342-4395; M – F, 9 – 11am by appointment only. All ages.

OptumServe Testing: 900 Mangrove Ave. <https://lhi.care/covidtesting> M – F, 7am-7pm by appointment only. All ages.

Chico Immediate Care: 376 Vallombrosa Ave. (530) 891-1676 M-F 7am-7pm, Sat/Sun 8am-4pm. Viral testing available by appointment only. Do not have to be symptomatic, billed through insurance. Ages 5 and over.

CVS Chico: 7 days per week, 10:30am – 5:30pm, by appointment only for symptomatic individuals. Forest Ave and Esplanade locations only. Ages 18 and over.

Oroville

Ampla Health Oroville: 2800 Lincoln Blvd, Oroville 95966. 534-7500; M – F, 1-3pm by appointment only. Age 8 and over.

Oroville Hospital COVID Clinic: 2767 Olive Hwy. (530) 538-3251 8am-8pm, 7 days per week by appointment only with provider referral/order. All ages.

CVS Oroville: 7 days per week, 9am – 5:30pm by appointment only for symptomatic individuals. Ages 18 and over.

Gridley

Ampla Health Gridley: 520 Kentucky St. (530) 846-6231; M – F, 1-3pm by appointment only. All ages.

Rite Aide: 1583 Hwy 99, Gridley. (530) 846-3334; 7 days per week by appointment only. Ages 18 and over.

Orchard Hospital Medical Specialty Center: 284 Spruce St. Gridley. M-F 8am-5pm by appointment only. All ages.

Magalia

Ampla Magalia: 14137 Lakeridge Circle, Magalia (530) 873-5030 M – F 9 – 11am by appointment only.

Rite Aide: 14115 Lakeridge Circle, Magalia 530-873-0800 7 days per week by appointment only. Ages 18 and over.

Glenn County

Glenn Medical: 1133 W. Sycamore Street, Willows. 530-934-1832

Northern Valley Indian Health: 207 N. Butte Street, Willows. 530-826-3694

Ampla Hamilton City: 278 Main Street, Hamilton City. 530-826-3694

Immediate Care: 1361 Cortina Drive, Orland. 530-865-3400

Ampla Orland: 1211 Cortina Drive, Orland. 530-865-5544

FirstCare Medical: 750 E. Walker Street, Orland. 530- 865-4400

OptumServe Testing: 327 4th St. (Orland Memorial Hall.) <https://lhi.care/covidtesting> (888)-634-1123 Tues – Sat. 7am – 7pm by appointment only. All ages.

- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using

hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- **Employees will sign an Affirmation of Completion of Training upon completion of the training.**

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 10-14 days after the last known COVID-19 exposure to a COVID-19 case.
- **Ensuring employees will continue to maintain their seniority and all other employee rights and benefits while on COVID-19 related leave.**
- **Providing employees at the time of exclusion with information on available benefits and leaves and the option to work remotely, if applicable.**
- **Providing 10 additional days of COVID-19 related leave for use by the employee, in the event that they are exposed to, or test positive for COVID-19 as negotiated with both PTA and CSEA #366.**

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- **COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:**
 - **At least 72 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.**
 - **COVID-19 symptoms have improved.**
 - **At least 10 days have passed since COVID-19 symptoms first appeared.**
- **COVID-19 cases that tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.**
- **Employees who are a close contact of an individual who tested positive for COVID-19, but remain asymptomatic may return to work if 10 days have passed since their last exposure to**

the infected individual.

- **Employees with COVID-19 symptoms, who have not tested positive for COVID-19 will not return to work until all the following have occurred:**
 - **At least 72 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.**
 - **COVID-19 symptoms have improved.**
 - **At least 10 days have passed since COVID-19 symptoms first appeared.**
 - **A negative COVID-19 test will not be required for an employee to return to work.**
 - **If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.**
-

Appendix A: COVID-19 Hazard and Inspection Report

Date:

Description of Reported/Identified COVID-19 Hazard:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
HVAC Filters			
Hand washing stations			
Hand Sanitizer Dispensers			
Hands-free Thermometers			
Drinking Fountains/Bottle Fillers			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings			
Gloves			
Face shields/goggles			

Description of correction action:

Board Approval:

Date: January 21, 2021

2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent:

Palermo Union Elementary School District

Number of schools:

5

Enrollment:

1337

Superintendent (or equivalent) Name:

Kathleen Andoe-Nolind

Address:

7390 Bulldog Way

Phone Number:

530-533-4842

City

Palermo, CA 94968

Email:

kandoe@palermok8.org

Date of proposed reopening:

October 19, 2020

County:

Butte

Current Tier:

Red

(please indicate Purple, Red,
Orange or Yellow)

Type of LEA:

Public

Grade Level (check all that apply)

X TK

X 2nd

X 5th

X 8th

11th

X K

X 3rd

X 6th

9th

12th

X 1st

X 4th

X 7th

10th

This form and any applicable attachments should be posted publicly on the website of the local educational agency (or equivalent) prior to reopening or if an LEA or equivalent has already opened for in-person instruction. For those in the Purple Tier, materials must additionally be submitted to your local health officer (LHO), local County Office of Education, and the State School Safety Team prior to reopening.

The email address for submission to the State School Safety for All Team for LEAs in Purple Tier is K12csp@cdph.ca.gov

LEAs or equivalent in Counties with a case rate $\geq 25/100,000$ individuals can submit materials but cannot re-open a school until the county is below 25 cases per 100,000 (adjusted rate) for 5 consecutive days.

For Local Educational Agencies (LEAs or equivalent) in ALL TIERS:

- X I, Kathleen Andoe-Nolind, post to the website of the local educational agency (or equivalent) the COVID Safety Plan, which consists of two elements: the **COVID-19 Prevention Program (CPP)**, pursuant to CalOSHA requirements, and this **CDPH COVID-19 Guidance Checklist** and accompanying documents, which satisfies requirements for the safe reopening of schools per CDPH [Guidance on Schools](#). For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department:

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](#)

- X **Stable group structures (where applicable):** How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](#)

Please provide specific information regarding:

How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?)

Each in-person class will be divided into two stable groups (A or B); each stable group will range in size from 7 to 13 students and 1 to 2 staff members. Stable Group A attends in-person instruction on Monday and Wednesday; Stable Group B attends in-person instruction on Tuesday and Thursday.

If you have departmentalized classes, how will you organize staff and students in stable groups?

In departmentalized settings, teachers will facilitate on-line instruction so that students in these stable groups do not mix or move to different classrooms.

If you have electives, how will you prevent or minimize in-person contact for members of different stable groups?

Electives teachers only work with students from one stable group at a time.

- X **Entrance, Egress, and Movement Within the School:** How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](#)

- X **Face Coverings and Other Essential Protective Gear:** How CDPH's face covering requirements will be and enforced for staff and students.satisfied

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](#)

- ☒ **Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](https://www.palermoschools.org)

- ☒ **Healthy Hygiene Practices:** The availability of handwashing stations and hand sanitizer, and how their safe and appropriate use will be promoted and incorporated into routines for staff and students.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](https://www.palermoschools.org)

- ☒ **Identification and Tracing of Contacts:** Actions that staff will take when there is a confirmed case. Confirm that the school(s) have designated staff persons to support contact tracing, such as creation and submission of lists of exposed students and staff to the local health department and notification of exposed persons. Each school must designate a person for the local health department to contact about COVID-19.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](https://www.palermoschools.org)

- ☒ **Physical Distancing:** How space and routines will be arranged to allow for physical distancing of students and staff.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at [palermoschools.org](https://www.palermoschools.org)

Please provide the planned maximum and minimum distance between students in classrooms.

Maximum: 12 feet

Minimum 6 feet

If this is less than 6 feet, please explain why it is not possible to maintain a minimum of at least 6 feet.

As more students return to in-person learning or we move to a 5 day/week in-person model, we will not be able to maintain a minimum distancing of at least 6 feet.

- ☒ **Staff Training and Family Education:** How staff will be trained and families will be educated on the application and enforcement of the plan.

Families will have access to the plan online and school sites share information via social media, online newsletters, NTI messages and written communication. Staff completed on-line training regarding COVID-19 health and safety protocols.

- ☒ **Testing of Staff:** How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic staff testing cadence.

Symptomatic testing is available to all staff members through community agencies and partners.

Staff asymptomatic testing cadence. Please note if testing cadence will differ by tier:

Surveillance testing is currently offered bi-monthly to all staff as recommended by CDPH. We will adjust that cadence upon the direction of CDPH and the capacity of our county testing sites to meet the capacity of that cadence.

- X **Testing of Students:** How school officials will ensure that students who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic student testing cadence.

We recommend the testing of all symptomatic students. Testing is provided by community agencies and partners.

Planned student testing cadence. Please note if testing cadence will differ by tier:

We will recommend the testing cadence as directed by CDPH for our students, however, actually testing will be determined by our county's ability to meet the increased demand for that testing cadence.

- X **Identification and Reporting of Cases:** At all times, reporting of confirmed positive and suspected cases in students, staff and employees will be consistent with [Reporting Requirements](#).

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at palermoschools.org.

- X **Communication Plans:** How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA.

Please see PUESD's COVID-19 Safety Plan for In-Person Instruction which is posted at palermoschools.org.

Consultation: (For schools not previously open) Please confirm consultation with the following groups

Not applicable as our schools reopened on October 19, 2020 when our county was in the Red Tier.

Labor Organization

Name of Organization(s) and Date(s) Consulted:

Name: N/A due to reopening date of 10/19/2020

Date:

Parent and Community Organizations

Name of Organization(s) and Date(s) Consulted:

Name: N/A due to reopening date of 10/19/2020

Date:

If no labor organization represents staff at the school, please describe the process for consultation with school staff:

For Local Educational Agencies (LEAs or equivalent) in PURPLE:

Local Health Officer Approval: The Local Health Officer, for (state County) Plan, cases Butte. County has certified and approved the CRP on this date: . If more than 7 business days have passed since the submission without input from the LHO, the CRP shall be deemed approved.

Not applicable, we reopened our schools on 10/19/2020 when the county was in the Red Tier.

Additional Resources:

[Guidance on Schools](#)

[Safe Schools for All Hub](#)



Palermo

UNION ELEMENTARY SCHOOL DISTRICT

"Building the Foundation for Success"

COVID-19 Safety Plan for In-Person Instruction **Reopening Plan for TK-8th Grade**

The following plan was originally developed to safely reopen our schools on October 19, 2020 as allowed, when Butte County moved into the Red Tier based on our county's improving COVID-19 data. The COVID-19 pandemic remains a fluid and dynamic situation, therefore this plan is subject to change in response to changing data and updated guidance. As our schools remain open for in-person instruction this plan is being revised in January 2021 to reflect the updated CDPH guidance entitled "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year" that was provided on January 14, 2021.

As we ~~reopen our schools for~~ continue to provide in-person instruction, PUESD will continue to monitor local conditions, collaborate with the Butte County Department of Public Health and follow the California Department of Public Health's ~~COVID-19 Industry Guidance for Schools and School-Based Programs~~ COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year.

While our desire is to be reopen for full time in-person instruction for all of our students, current guidance limits our ability to do so at this time.

Therefore, at this time, we will continue to operate a Blended Learning Model for in-person instruction. ~~first reopen to Special Programs and Intervention Classes. A Blended Learning Model will be available to students who wish to participate beginning November 9, 2020. We will also continue to offer our full time Distance Learning Model for students who do not wish to participate in the Special Program In-Person Instruction, Intervention Class In-Person Instruction or the Blended Learning Model.~~

Social Distancing and Stable Group Protocols

In-Person Instruction Protocols

PUESD believes that in-person instruction and attending school, to the greatest extent possible during the COVID-19 pandemic, is critical to our students' educational and social-emotional development and well being.

In order to follow all health and safety guidance, PUESD will provide ~~reopening~~ in-person learning opportunities designed to ensure that students and staff can follow social distancing and stable group protocols to reduce the risk of COVID-19 transmission.

- Distance teacher and other staff desks at least 6 feet away from student and other staff desks.
- Distance student chairs at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made; under no circumstances should the distance between student chairs be less than 4 feet.
- Classes will be divided into a Stable Group A Cohort and a Stable Group B Cohort in order to reduce the number of students on campus each day. Each student's assigned teacher is subject to change.
- Students assigned to the "Stable Group A Cohort" will attend school for in-person instruction on Mondays and Wednesdays; they will participate in Distance Learning on Tuesdays, Thursdays and Fridays. (See Appendix A: Daily Blended Learning Model Schedule)

- Students assigned to the “Stable Group B Cohort” will attend school for in-person instruction on Tuesdays and Thursdays; they will participate in Distance Learning on Mondays, Wednesdays and Fridays. (See Appendix A: Daily Blended Learning Model Schedule)
- ~~On days when a student is on Distance Learning, they will be required to participate in a daily class Zoom meeting and will work independently on their assigned work.~~ Moved to appendix A
- ~~In order to receive attendance credit on Distance Learning days, a student must attend the class Zoom meeting and work on assignments before 2:30 PM.~~ moved to appendix A
- Students will remain in their assigned stable group cohort throughout the school day, to the greatest extent possible, in order to minimize cohort the mixing of stable groups. Students may need to leave their assigned stable group cohort in order to receive specialized services.
- Plexiglass dividers should be used at all times when the distance between staff and students is less than 6 feet due to instructional needs.
- Use of outdoor space for learning activities is encouraged.
- ~~All students and staff will wear appropriate face coverings in accordance with CDPH guidance for schools.~~ In mask/face coverings
- Parents/visitors will be allowed on campus by appointment only and must use an appropriate face covering in accordance with CDPH guidance for schools.
- Campuses will begin checking in students at 7:45AM at designated areas. Students may not be dropped off at school before 7:45AM. After check-in, students will report directly to their assigned classroom.
- Dismissal will be staggered and will begin at 12:45PM, with all students being dismissed by 1:00PM. ~~The After School Program may provide limited services is not currently available for student in-person attendance.~~ Moved to appendix A

Masks/Face Coverings

The protocol for the use of face covering among students, staff and visitors has been developed to reduce exposure to COVID-19 and to also reduce the spread of COVID-19 on our campuses.

- All staff will wear masks/face coverings in the classroom, all common areas and when outdoors supervising students, unless medically exempt.
- All students in Kindergarten 3rd grade through 8th grade will be required to wear a mask/face covering at all times, unless medically exempt.
- Staff and students are encouraged to bring their own mask/face covering to school each day, however, all campuses will have masks available for individuals to use. Staff are encouraged to wear disposable 3-ply surgical masks, which are more effective than cloth face coverings.
- Staff may use transparent face shields with a drape when necessary to conduct educational activities.
- ~~• All students in preschool through 2nd grade will be strongly encouraged to wear a mask/face covering unless specified otherwise in other sections of this document.~~
- Plexiglass dividers will be available in all classrooms and must be used anytime that students are not wearing masks in TK-2nd grade and when 3rd through 8th grade students are not wearing a mask/face covering due to medical exemption, when they are eating or drinking or the educational activity requires staff to be able to observe letter/word/sound production.
- CDPH recognizes there are some people who cannot wear a mask/face covering. People are exempt from this requirement if they are under age 2, have a medical or mental health condition or disability that impedes them from properly wearing or handling a mask, or when it would inhibit communication with a person who is hearing impaired. This medical condition must be documented in an IEP or communicated to the school or Human Resources by way of a physician's order. Persons exempted from wearing a face covering due to a medical condition must wear a non-restrictive alternative,

such as a face shield with a drape on the bottom edge, as long as their condition permits it.

- According to CDPH guidance, if a student refuses to wear a mask/face covering, the student will be excluded from on-campus instruction, unless they are exempt from this requirement, until they are willing to wear a face covering. Students excluded on this basis will be offered other educational opportunities through distance learning.
- Masks/face coverings should be removed for meals, snacks, and naptime. ~~or outdoor recreational activities.~~

Health and Safety Protocols

~~Although COVID-19 numbers are declining in our community,~~ it is still an active virus that will continue to affect individuals as we reopen schools for in-person instruction. In order to provide for the screening of students and staff, identify potential exposure to COVID-19 and limit the spread of COVID-19 among students and staff, PUESD will follow all guidance as provided by CDPH.

- Students and staff will check in each day, at a designated location, and will not enter campus until they have had their temperature checked and have sanitized their hands. Students will be visually scanned for COVID-19 symptoms.
- Staff members will complete a daily self-screening for COVID-19 symptoms before reporting to the work site.
- Parents and guardians must screen students for COVID-19 symptoms (fever, cough, shortness of breath, chills, fatigue, muscle pain, headache, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, loss of taste or smell) before bringing them to school each day. (See Appendix B: Daily Home Screening Checklist for Students to assist you with daily home screening.)

- Students and staff members must stay home if they have any of the COVID-19 symptoms listed above. Students, if able to do so, will participate in the daily Distance Learning activities.
- Students and staff members must stay home if they have been in close contact with someone who (a) is COVID-19 positive, (b) is being tested for COVID-19, or (c) is ill with symptoms of COVID-19. The student may not return to school until cleared to do so by Butte County Public Health, a medical care provider and/or school personnel.
- Any student or staff member who exhibits any of the COVID-19 symptoms listed above, while at school, will be sent home immediately.
- Any student who exhibits any COVID-19 symptoms while at school will wear a mask and be sent directly to the Health Office on campus where they will be evaluated by the nurse or healthcare assistant.
- Students exhibiting COVID-19 symptoms will wait in a supervised isolation area until a parent or guardian comes to pick them up.
- Students sent home for exhibiting symptoms or awaiting test results will participate in distance learning opportunities while they are out.
- If a student or staff member has stayed been kept home, or is sent home from school/work site, due to having COVID-19 symptoms they may not return to school/work site until at least 10 days have passed since the start of symptoms, the symptoms are improving and they have been fever free for 24 72 hours without the use of fever reducing medication OR they receive a negative COVID-19 PCR test and have been symptom free for 3 days OR they have documentation from a medical provider that their symptoms are caused by a medical condition unrelated to COVID-19 (asthma, migraines, allergies, etc).

Protocols for Arrival, Dismissal and Non-Classroom Time

- Student drop-off will occur at designated entry points (all other gates and points of entry will be closed). Parents, with the exception of preschool parents, are not allowed on campus for drop-off. School staff will monitor each designated entry point and facilitate the drop-off procedure.
- Student drop-off time is 7:45AM - 8:15AM on Monday through Thursday. Students may not be dropped off before 7:45AM.
- Students will check in each day, at a designated location, and will not enter campus until they have had their temperature checked and have sanitized their hands and have been visually screened for COVID-19 symptoms.
- When arriving at school, masks/face coverings are required for **ALL** students, unless they have a documented exemption, in preschool through 8th grade while checking in or waiting to check in, and while walking to class.
- Social distancing will be maintained while students are waiting to check-in.
- At various times during the school day, masks/face coverings will be required for **ALL** students, unless they have a documented exemption, in preschool through 8th grade while they are moving around campus throughout the school day.
- Recess times will be determined by each site. Recess times will be staggered and students will remain with their assigned class stable group cohort.
- Students will eat their lunch with their assigned class stable group cohort in designated areas in the cafeteria and/or outdoors.
- When leaving class/school, masks/face coverings will be required for **ALL** students, unless they have a documented exemption, in preschool through 8th grade during the dismissal procedure each day.
- Students will leave campus at designated exit points during the dismissal period of 12:45-1:00PM each day. Student supervision will not be provided after 1:00PM.

Health and Hygiene Protocols

The following protocols will be followed in order to encourage proper hygiene and avoid the transmission of the COVID-19 virus.

- In compliance with Butte County Department of Public Health guidelines and the guidelines of the State of California Department of Public Health, teachers completed training on the importance of hand washing, social distancing, and the use of masks/face coverings.
- Regularly scheduled hand sanitizing and hand washing will be taught, practiced and reinforced throughout the school day.
- Portable hand washing stations will be available for student use
- Students and staff will use ethyl-based sanitizer when hand washing is not practicable.
- Students, especially younger children, will be taught to use a tissue, the proper use of tissues to wipe their nose, and to cough/sneeze into a tissue or their elbow.
- Touchless hand sanitizer dispensers will be provided in all classrooms and common areas.
- Students and staff will be required to sanitize their hands upon entering the classroom and frequently throughout the day.
- All students will be encouraged to bring a refillable water bottle to school each day, as drinking fountains will not be used.
- Classroom doors and windows will remain open unless in extreme weather conditions.
- Signage will be posted throughout the school, reminding everyone of good hygiene practices. Examples include, masking, hand washing, covering coughs and sneezes, “stop the spread of germs”, maintaining social distancing.
- Faculty and staff that will be handling or serving food will be required to use gloves and face coverings
- Families will receive notifications regarding increased safety practices on campus.

Transportation

PUESD realizes that transportation to and from school is an important service that we provide for our students. In order to provide for the health and safety of our students and drivers, we will be following all guidance to provide for social distancing on our buses, therefore, we will only be able to provide transportation on a limited basis. Parents will be required to provide transportation for their children until otherwise notified.

- Transportation will be provided on a limited basis to students that live within the district's attendance boundaries. ~~The start date for limited transportation has not yet been determined.~~
- Families needing transportation may request transportation by completing the "PUESD Request for Transportation" which is available at school sites and on school site and district web pages. (See Appendix C: PUESD Request for Transportation)
- Masks/face coverings will be required for **All** students, unless there is a documented exemption, in TK through 8th grade.
- Student temperatures will be scanned before boarding the bus. Students with a temperature of 100.4 will not be permitted to ride the bus.
- Students will be visually scanned for symptoms of COVID-19. Students displaying symptoms of COVID-19 will not be permitted to ride the bus.
- Students will be required to sanitize their hands before boarding the bus.
- Seating will be assigned to promote social distancing. Seating will start at the back of the bus.
- When unloading the bus, drivers will direct at the front of the bus to unboard before the students behind them.
- Eating and drinking are prohibited at all times.
- Buses will be sanitized between routes and at the end of the day.
- Bus windows will be open unless prevented by weather conditions.

Cleaning and Disinfection

PUESD will implement the following protocols for cleaning and sanitizing our school campuses and work environment as recommended by guidance from CDPH.

- Classrooms, common areas and other work areas will be cleaned and sanitized daily.
- Indoor and outdoor areas used for lunch periods will be sanitized between each lunch period.
- Classrooms and other work areas will be supplied with sanitizer and clean towels so that the area can be sanitized throughout the school day. Used towels will be collected each night and replaced with clean towels.
- Restrooms will be cleaned and sanitized daily and as needed throughout the day.
- Frequently touched surfaces, including outdoor play structures, will be sanitized daily and throughout the day as needed.
- Students will be issued individual supplies in order to reduce the sharing of supplies.
- Drinking fountains will not be available for student use. Students are encouraged to bring their own refillable water bottle from home.
- HVAC systems will be set to provide the maximum amount of outdoor air and HVAC filters will be changed on a regular schedule.
- Classrooms and other indoor common areas are equipped with portable air filters/purifiers.
- Classrooms are equipped with touchless hand sanitizer dispensers and will be supplied with hand sanitizer for student and staff use.
- PPE is available at all sites for student and staff use.
- Vacuums equipped with HEPA filters will be used when cleaning classrooms and work areas.

Contact Tracing and Exclusion of Positive COVID-19 Cases, Close Contacts and Symptomatic Individuals

Contact tracing in the event of a positive COVID-19 case, or a suspected COVID-19 case, is an important strategy to limit or prevent the transmission of the COVID-19 virus on our school campuses. PUESD will take the following measures when a student or staff member has symptoms, is a close contact of a positive COVID-19 individual or is diagnosed with COVID-19:

- **Individuals with any COVID-19 symptoms** will be excluded from school/work site and not return until 10 days have passed from the onset of symptoms, symptoms have improved and they have been fever free for 24 hours without the use of fever reducing medications.
- **Individuals with COVID-19 symptoms** who test negative for COVID-19 or provide documentation from a healthcare provider that their symptoms are due to a non COVID-19 health condition may return to school/work site after 24 hours have passed with a fever and symptoms have started improving.
- **Individuals who are a close contact of a confirmed positive COVID-19 case** will be excluded from school/work site for 10 days from their last exposure to the positive individual.
- **Individuals who are positive for COVID-19** will be excluded from school/work site for 10 days from the symptom onset date or if asymptomatic, for 10 days from the specimen collection date. All positive cases will be reported to BCPH.

In the event that a student has been exposed or potentially exposed to a confirmed COVID-19 individual or the close contact of a confirmed case, the school will notify parents/guardians of the possibility of exposure via phone calls and/or NTI messages and/or written communication.

All district staff will be notified via email in the event that a positive COVID-19 case has been identified in the workplace.

Appendix A: Daily Blended Learning Model Schedule

"Stable Group A Cohort": In-person instruction on Mondays and Wednesdays	
7:45-8:15	Student drop-off and check in; Grab-n-Go breakfast; students report directly to their assigned classroom
8:15-12:45	Instructional Block (includes time for lunch)
12:45-1:00	Student dismissal and pick-up
*Additional Distance Learning time is not required for students on these days	
"Stable Group A Cohort": Distance Learning on Tuesdays, Thursdays and Fridays	
8:15-8:45	Students attend the daily class Zoom meeting
8:45-12:45	Students independently complete assignments in Acellus, Google Classroom, SeeSaw, etc as assigned by the teacher.

"Stable Group B Cohort": In-person instruction on Tuesdays and Thursdays	
7:45-8:15	Student drop-off and check in; Grab-n-Go breakfast; students report directly to their assigned classroom
8:15-12:45	Instructional Block (includes time for lunch)
12:45-1:00	Student dismissal and pick-up
*Additional Distance Learning time is not required for students on these days	

"Stable Group B Cohort": Distance Learning on Mondays, Wednesdays and Fridays	
8:15-8:45	Students attend the daily class Zoom meeting
8:45-12:45	Students independently complete assignments in Acellus, Google Classroom, SeeSaw, etc as assigned by the teacher.

- On days when a student is on Distance Learning, they will be required to participate in a daily class Zoom meeting and will work independently on their assigned work.
- In order to receive attendance credit on Distance Learning days, a student must attend the class Zoom meeting and work on assignments before 2:30 PM.
- The After School Program may provide limited services that provide in-person activities that extend beyond school hours.

Appendix B: Daily Home Screening Checklist for Students

Complete this Daily Home Screening for Students each day before you send your student to school.

If your child has any of the following symptoms they are required to stay home and will not be admitted to campus or their classroom.

- A fever of 100.4 or higher
- A cough
- A sore throat
- Shortness of breath or difficulty breathing
- Chills
- Fatigue
- Muscle pain
- Headache
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- Loss of taste or smell

If the answer is yes to any of the following questions your child is required to stay home and will not be admitted to the campus or their classroom.

- Is my child a close contact* of someone who has tested positive for COVID-19?
- Is my child a close contact* of someone who has COVID-19 symptoms and is waiting for the results of a COVID-19 test?
- Is my child a close contact* of someone who has COVID-19 symptoms, but has not been tested for COVID-19?

***You are considered to be a close contact if you have been within 6 feet of someone for at least 15 minutes cumulative within a 24 hour period, regardless of face coverings.**

Contact your child's school if they stay home for any of the reasons listed above to determine when your child may return to school.

Appendix C: PUESD Request for Transportation

Student's Name: _____

Student's Grade Level: _____

Student's Cohort Assignment: "A Cohort" or "B Cohort"

Student's School of Attendance: _____

Student's Home Address: _____

Parent/Guardian Name: _____

Parent/Guardian Phone Number: _____

Briefly describe why you are requesting district transportation:

For District Use Only

Please circle all that apply: IEP FY H EL SED 504

_____ : Request Approved _____ : Request Denied

Date that transportation will begin: _____

Date of Parent/Guardian Notification: _____

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **Fairbanks Paving Co.** and **Palermo Union School District**.

1. The Contractor shall furnish to the District for a total price of **\$14,277.00** the following services: **Project#1.**

The contractor shall grade existing dirt to prepare soil, remove vegetation, smooth and install 2" thick base rock in preparation of paving. Contractor will also install 2" thick asphalt per scope of work as defined in bid information. See attached documents. Price includes all labor and material necessary to complete job. See attached quotes.

2. Contractor shall perform the work at the following site: Honcut Elementary School-68 School Street, Oroville, CA 95966. The Project is the scope of Work performed at this site.

3. Work shall begin on this _____ day of _____, 2021 and be completed by this _____ day of _____, 2021.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

5. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- _____ Notice to Proceed
- _____ Prevailing Wage Certification
- _____ Workers' Compensation Certification
- _____ Criminal Background Investigation Certification
- _____ Drug-Free Workplace Certification
- _____ Tobacco-Free Environment Certification
- _____ W9
- _____ Insurance Certificates and Endorsements
- _____ Current Department of Industrial Relations (DIR) registration certification.

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager for the Project is Carlos M. Aguilar, Director of Maintenance, Operations and Transportation. The Contractor hereby acknowledges that the Project Manager has authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project manager shall have free access to any or all parts of work at any time. Contractor shall furnish Project manager reasonable opportunities for obtaining such information as may be necessary to keep project progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Carlos Aguilar, the Director of Maintenance and Operations Department of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Palermo Union School District
Carlos M. Aguilar
7390 Bulldog Way
Palermo, CA 95968
caguilar@palermok8.org

Contractor

Fairbanks Paving Co.
2590 South Fifth Ave
Oroville, CA 95965
fairbankspaving@sbcglobal.net

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

PALERMO UNION SCHOOL DISTRICT

Signature: _____

Print Name: Kathleen Andoe-Nolind

Print Title: Superintendent

Address: 7390 Bulldog Way, Palermo 95968

Telephone: (530) 533-4842

Facsimile: (530) 532-1047

E-Mail: kandoe@palermok8.org

Dated: _____, 20____

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR
FOLLOWS]

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of

this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

12. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
13. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
14. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
16. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
17. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
19. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the

California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

20. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **INDEMNIFICATION:**

- 21.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties.
- 21.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 21.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 21.4 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 21.5 The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

22. **CONTRACTOR'S INSURANCE:**

- 22.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto General Aggregate	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

22.2 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

22.3 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

22.4 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

22.4.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

22.4.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

22.4.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

22.4.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

22.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

23. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in

compliance with applicable California energy, conservation, environmental, and educational standards.

24. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
25. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
26. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
27. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 27.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 27.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
 - 27.3 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
28. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section

1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

29. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
30. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
31. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
33. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
34. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
35. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws

of the State of California with venue of any action in a County in which the District administration office is located.

37. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
39. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
43. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the

public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (See Public Resources Code section 21000 *et seq.*)

2. Badge Policy For Contractors

2.1. All Contractors doing work for the District will provide their workers with identification badges or will be provided by the District. These badges will be worn by all members of the Contractor's staff who are working in a District facility. Badges must be filled out in full and contain the following information:

- Name of Contractor
- Name of Employee
- Contractor's address and phone number

2.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

2.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

3. Substitution for Specified Items

3.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

3.2. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

3.3. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

3.4. A request for a substitution shall be submitted as follows:

Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

- All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- Available maintenance, repair or replacement services;
- Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
- The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

- The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

3.5. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

3.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

3.7. Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

4. Weather Days

Adverse Weather conditions are those wherein the weather satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project

5. Permits, Certificates, Licenses, Fees, Approvals

5.1. Payment for Permits, Certificates, Licenses, Approvals and Fees. Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work.

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Honcut Project #1 (Landing and walkway) contract between **Palermo Union School District** ("District") and **Fairbanks Asphalt Co.** ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Honcut Project #1 (Landing and walkway) contract between **Palermo Union School District** ("District") and **Fairbanks Asphalt Co.** ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PALERMO UNION SCHOOL DISTRICT

Fairbanks Paving Co.
PREVAILING WAGE AND RELATED LABOR
REQUIREMENTS CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Honcut Project #1** (Landing and walkway) between **Palermo Union School District** ("District") and **Fairbanks Asphalt Co.** ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Honcut Project #1** (Landing and walkway) between **Palermo Union School District** ("District") and **Fairbanks Asphalt Co.** ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **Honcut Project #1** (Landing and walkway) between **Palermo Union School District** ("District") and **Fairbanks Asphalt Co.** ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has taken at least one of the following actions with respect to the work that is the subject of the Agreement ("Work") (check all that applies):

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- ☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

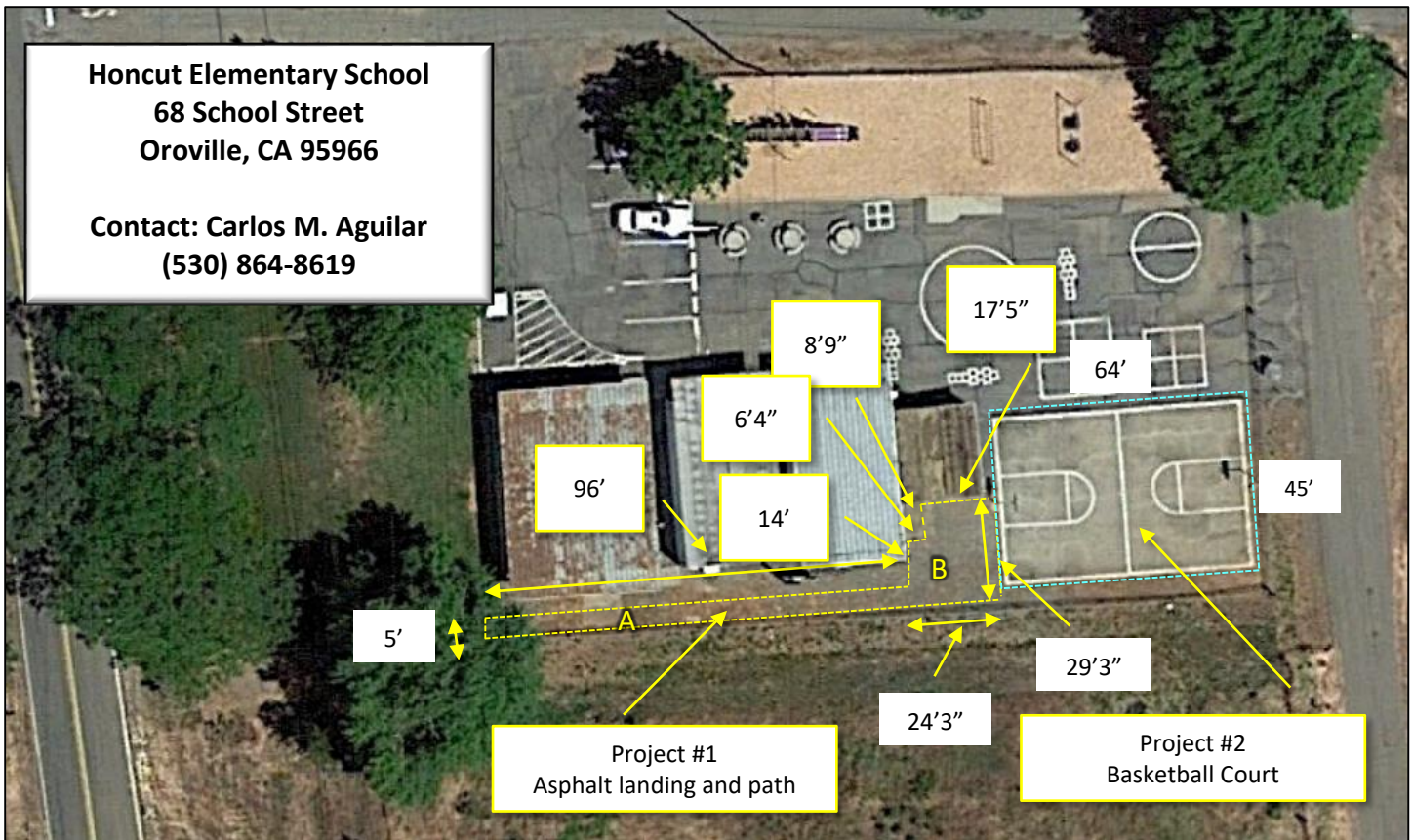
Print Name: _____

Title: _____

END OF DOCUMENT

Honcut Elementary School
68 School Street
Oroville, CA 95966

Contact: Carlos M. Aguilar
(530) 864-8619



Scope of Work: Project #1

- Prep and install asphalt for new pathway (A) and landing (B).

Scope of Work: Project #2

- Concrete will be demolished and removed by school personnel.
- Prep and install new asphalt basketball court with striping/paint included.

FAIRBANKS PAVING CO.

Since 1947

2590 South Fifth Avenue - Oroville CA 95965
530-533-3114 Fax 533-2126
fairbankspaving@sbcglobal.net
License # 218271

CONTRACT PROPOSAL

POPOSAL SUBMITTED TO	PHONE	DATE
Honcut Elementary Attn: Carlos	864-8619	January 19, 2021
STREET	JOB NAME	
68 School Street	Asphalt Repairs	
CITY, STATE, ZIP CODE	JOB LOCATION	
Oroville, CA 95966	Oro Dam East-Oroville, Ca	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

PROJECT #1

Grade existing dirt to prepare soil, remove vegetation and smooth in preparation of paving.

Install base rock 2" thick on approx. 1,125 SF area marked out on provided drawing.

Install asphalt paving 2" thick on same 1,125 SF area being sure to tie in flush with existing surfaces.

Total \$14,277.00

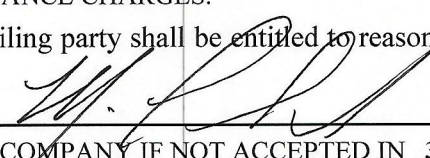
NOTE: Bid as a prevailing wage job.

This proposal is based on current FOB plant prices for asphalt concrete of \$89.95/ton and for aggregate base rock of \$13.82/ton, tax included. Any increase of price at the plant for material on the date the material is used will be added to this contract proposal.

TERMS: PROGRESS PAYMENTS ARE DUE AND PAYABLE 10 DAYS AFTER MONTHLY BILLING. FINAL PAYMENT IS DUE AND PAYABLE UPON COMPLETION OF WORK. PAST DUE ACCOUNTS WILL INCUR A FINANCE CHARGE OF 2.0% ON THE UNPAID BALANCE (OR A MINIMUM CHARGE OF \$20.00 FOR BALANCES UNDER \$1,000), WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%. PROMPT PAYMENT WILL AVOID SUCH FINANCE CHARGES.

In the event that legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

FAIRBANKS PAVING COMPANY

BY 

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY FAIRBANKS PAVING COMPANY IF NOT ACCEPTED IN 30 DAYS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions (on the face and reverse) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline in the TERMS above.

DATE: _____ **SIGNATURE:** _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

SEE MECHANICS LIEN LAW AND GENERAL CONDITIONS ON REVERSE SIDE OF PROPOSAL

RETURN ORIGINAL (WHITE COPY) TO FAIRBANKS PAVING COMPANY

NOTICE TO OWNER

OFFICIAL NOTICE: Under the mechanics lien Law (California Civil Code S3082, et seq) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor if full if the subcontractor, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice" General contractors and laborers for wages do not have to provide this notice, **A Preliminary Notice is not a lien against your property.** Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides a guarantee that all work and proper payments will be completed. This payment and performance bond as well as a copy of the construction contract may be filed with the county recorder for your further protection. (additional costs will be required).
2. Require that payments be made directly to subcontractors and material suppliers through a joint control company, approved by the Registrar of Contractors.
3. Before making payment on any completed phase of the project, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor, and laborer involved on that project phase. Anyone signing this release loses the right to file a claim against your property. **TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS, AND LABORERS, HAVE SIGNED.**

CONTRACTORS ARE REQUIRED BY LAW to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:
Contractors State License Board, 1020 N Street, Sacramento CA 95814.

ALL MATERIAL is guaranteed to be as specified. All work to be completed in a workmanlike-manner according to standard practices and during regular hours. ANY ALTERATION OR DEVIATION FROM CONTRACT SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. The Seller will not be held responsible for delay from strikes, accidents, necessary repairs to machinery, fire, floods, adverse weather conditions, acts of God, acts of public enemies, mobs of violence, or any other cause beyond the Sellers control. Owner to carry insurance to cover acts of God, such as fire, tornado, etc. Proposal includes insurance for public liability, property damages, workmen's compensation, and applicable taxes.

UNLESS SPECIFICALLY PROVIDED FOR WITHIN THIS CONTRACT, this agreement is subject to ground conditions. Rocks, lava, trees, tree stumps, existing structures, slope of ground, and accessibility are factors that could cause an additional charge. Any time required to complete a contract over and above normal installation, which is due to any of the above conditions, will be charged at prevailing rates. Any potential extra cost conditions will be substantiated and submitted to owner for approval prior to incurring extra cost.

Estimated quantities/measurements are intended to indicate the approximate magnitude of work and to serve as an equitable basis for this proposal. The contract price will be actual quantities/measurements at unit price/prices as listed.

Sub-base and/or fill are not a part of contract unless specifically stated under specifications. Relative compaction ratings will be mentioned in specifications if a part of contract.

SEPTIC SYSTEMS AND OTHER EXCAVATION: There will be an additional charge for hauling away dirt, rocks, trees, and debris that cannot be disposed of on property, unless specified on contract.

This bid DOES NOT include the replacing of sidewalks, gravel or asphalt driveways, shrubs, planters, lawns, etc., that may be destroyed in the process of repairing systems or doing other excavation work, unless specified in contract.

ASPHALT PAVING: Bird baths (puddles) that develop on asphalt paving WILL NOT be repaired unless the depth of the water is greater than 3/8 inch. Paving of slopes less than 2% CANNOT be guaranteed against bird baths and/or puddles. The smoothness of the asphalt paving on slopes in excess of 10% CANNOT be guaranteed.