

7390 Bulldog Way  
Palermo, CA 95968-9700  
(530) 533-4842  
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Superintendent  
Kathleen Andoe-Nolind

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

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

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

Palermo 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

An Equal Opportunity Employer

## REGULAR BOARD MEETING AGENDA

May 8, 2024

District Office Boardroom  
7390 Bulldog Way, Palermo, CA 95968  
5:00 pm

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

### INTRODUCTION

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

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

5. **Audience with the Board**

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

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

6. **Audience with the Board**

#### **Agenda Items:**

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

## **PUBLIC HEARING**

President asks Superintendent to introduce agenda item.

President opens item for public comment.

The public is invited at this time to provide input and comment to the Board of Trustees of the Palermo Union Elementary School District on the proposed School Facilities Fees as authorized by Education Code Section 17620 and Government Code 65995.

President closes item for public comment.

Board discussion.

### **7. Tell Me Something Good | Site & Student Recognition**

#### **Palermo Middle School**

Last week was a bustling week with MUCH excitement around our theatre club's production of *The Wizard of Oz*. Our cast and crew did an amazing job performing in front of our 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and middle school classes. The community show was a packed audience of around 240 family and friends. A big thank you to Nikki Apple and Jesus Gomez for their time and guidance in supporting our Bulldogs in their success! I would also like to extend another thank you to the Board for the new lighting, sound, and curtains that greatly enhanced the quality of our production...THANK YOU!

Our Bulldog Orientation Leaders did a wonderful job welcoming our incoming 6<sup>th</sup> graders last Wednesday! They led tours around campus, and made our incoming Bulldogs feel welcome. Thank you to Mr. Grigoruk and our advanced band students for welcoming our Golden Hills students with song—definitely a great start to our orientation.

Last Thursday, Palermo hosted their Open House. I would like to thank the Palermo Little League for their support of our special night, as they canceled practices and games to encourage our families to attend this special event. This year we added a BBQ for all of our students and families to enjoy after they visited their classrooms. It was a wonderful night of community with our Bulldogs!

#### **Helen Wilcox School**

It's Spring and Helen Wilcox is blooming! Our Girls on the Run, self-named "The Girlypops," have been training hard to complete a 5k, which they did fabulously—thank you Amy Mayfield and Korinne Piece! One of the requirements for Girls on the Run is that they contribute to the community. The ladies chose the Oroville SPCA and have been busy gathering gently used items for the pets housed at the shelter. Track is going strong and finished this week—thank you Seth Bidlack and Jamie Turner for coaching our budding athletes! The TK/Preschool playground is open and the students are loving the new pieces. Kindergarten classes visited the Chico Children's Museum. Students, staff, and volunteers had a great time, and all returned to school looking tired! Third grade took a morning trip to Palermo Middle School to see *The Wizard of Oz*. The students had a fantastic time and even had the opportunity to ask some questions—thank you Palermo Middle School. Classrooms are still Striving for Five, with Mrs. Leonards' 3<sup>rd</sup> graders nailing a perfect week! Our overall attendance rate to date is 92.47%.

## 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 April 24, 2024 Regular Board Meeting.
- b. Minutes of April 24, 2024 Special Board Meeting.
- c. Warrants of April 1, 2024 through April 30, 2024, 286724-289248, for the amount of \$852,732.64, Funds 01, 12, 13, 25.
- d. Surplus & Obsolete Requests

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

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

### Obsolete Inventory

- Swintec 1186 CMP Select Series Electronic Typewriter
- Table - District Inventory No. 001348
- HP Deskjet 6940 Printer - District Inventory No. 3395

### Reports

- e. Events Calendar REFERENCE #1
- f. Enrollment Report | Month Eight REFERENCE #2
- g. Staff Development Report | April 2024 REFERENCE #3
- h. Donation from the Iverson Family of \$200.00 to Palermo Middle School to go towards the Fred and Pat Iverson Graduation Reward.

### 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. Presentation of the Title VI Indian Education Formula Grant by Andee Farrar, Director of Student Support and Family Engagement.

b. It is recommended that the 2024-2025 Title VI Indian Education Formula Grant Application (EASIE) be approved.

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

c. It is recommended that Board Resolution No. 24-07, Board Member Compensation for Missed Meetings, allowing Justin Younger to receive Board Member Compensation for April 24, 2024 be approved.

REFERENCE #4

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

d. It is recommended that Board Resolution No. 24-08 authorizing Palermo Union Elementary School District to impose Level 1 Developer Fees, as authorized by Education Code Section 17620 and Government Code Section 65995, be approved.

REFERENCE #5

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

e. It is recommended the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and Palermo Teachers Association (PTA) concerning Specialist Teaching Assignments Serving Multiple School Sites that impacts bargaining unit members be approved.

REFERENCE #6

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

f. It is recommended the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and Palermo Teachers Association (PTA) concerning Singleton Class Assignments that impacts certificated bargaining unit members be approved.

REFERENCE #7

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

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

- g. It is recommended the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and Palermo Teachers Association (PTA) concerning recess requirements, as specified in Education Code 49056, that impacts certificated bargaining unit members assigned to Palermo Middle School be approved.

REFERENCE #8

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

- h. It is recommended the Agreement between United Building Contractors, Inc. and Palermo Union Elementary School District for the PUESD Site Work Project in the amount of \$1,250,639, effective May 8, 2024 be approved (Funding Source: Fund 40, ELOP, ESSER, SBHIP).

PUESD Site Work Project

- 1) Site work for two new classroom modular buildings at Helen Wilcox Elementary School
- 2) Site work for three new classroom modular buildings and shade structure at Golden Hills Elementary School
- 3) Site work for two new classroom modular buildings at Palermo Middle School
- 4) Site work and construction of new Ag. Greenhouse at Palermo Middle School

REFERENCE #9

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

- i. It is recommended the revised Palermo Union Elementary School District Wellness Policy, outlining the District’s nutritional goals and objectives and meeting the mandate of the Child Nutrition and WIC Reauthorization Act of 2004, be approved.

REFERENCE #10

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

- j. Discussion regarding the upcoming May 22, 2024 Board Meeting.
- k. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
- l. Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.

**11. Board Policies & Administrative Regulations**

The following Board Policies, Administrative Regulations, and Exhibits are presented to the Board for second and final reading.

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

**Board Policies & Administrative Regulations (continued)**

- a. It is recommended that revised Board Policy 4117.3 - Personnel Reduction, be approved (second and final reading).

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

- b. It is recommended that revised Administrative Regulation 4117.7 4317.7 - Employment Status Reports, be approved (second and final reading).

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

- c. It is recommended that revised Board Policy 4117.13 4317.13 - Early Retirement Option, be approved (second and final reading).

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

- d. It is recommend that revised Administrative Regulation 4117.14 4317.14 - Postretirement Employment, be approved (second and final reading).

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

- e. It is recommended that revised Board Policy 4119.1 4219.1 4319.1 - Civil & Legal Rights, be approved (second and final reading).

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

- f. It is recommended that revised Administrative Regulation 4119.11 4219.11 4319.11 - Sexual Harassment, be approved (second and final reading).

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

- g. It is recommended that revised Board Policy 4119.11 4219.11 4319.11 - Sexual Harassment, be approved (second and final reading).

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

- h. It is recommend that revised Administrative Regulation 4119.12 4219.12 4319.12 - Title IX Sexual Harassment Complaint Procedures, be approved (second and final reading).

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

- i. It is recommended that Exhibit 4119.12 4219.12 4319.12 - Title IX Sexual Harassment Complaint Procedures, be approved (second and final reading).

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

- j. Board Policy 4119.21 4219.21 4319.21 - Professional Standards, be approved (second and final reading).

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

## **Board Policies & Administrative Regulations (continued)**

- k. It is recommended that Exhibit 4119.21 - Professional Standards, be approved (second and final reading).

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

- l. It is recommended that revised Board Policy 4119.23 4219.23 4319.23 - Unauthorized Release of Confidential/Privileged Information, be approved (second and final reading).

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

The following Board Policies, Administrative Regulations, and Exhibits are presented to the Board for first reading.

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

- a. Board Policy 4119.24 4219.24 4319.24 - Maintaining Appropriate Adult/Student Interactions
- b. Administrative Regulation 4119.25 4219.25 4319.25 - Political Activities of Employees
- c. Board Policy 4119.41 4219.41 4319.41 - Employee with Infectious Disease
- d. Administrative Regulation 4119.42 4219.42 4319.42 - Exposure Plan for Bloodborne Pathogens
- e. Board Policy 4119.42 4219.42 4319.42 - Exposure Control Plan for Bloodborne Pathogens
- f. Exhibit 4119.42 4219.42 4319.42 - Exposure Control Plan for Bloodborne Pathogens
- g. Administrative Regulation 4119.43 4219.43 4319.43 - Universal Precautions
- h. Board Policy 4119.43 4219.43 4319.43 - Universal Precautions
- i. Administrative Regulation 4121 - Temporary/Substitute Personnel
- j. Board Policy 4131 - Staff Development
- k. Board Policy 4131.1 - Teacher Support & Guidance
- l. Board Policy 4132 4232 4332 - Publication or Creation of Materials

## **12. Correspondence**

### **13. Superintendent's Reports**

- a. Discussion regarding annual Superintendent Evaluation.

### **14. Board Items**

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

1. Closed session for the purpose of discussing student matters/discipline, in accordance with Education Code Sections 48918 and 35146.
2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative 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\_\_\_\_\_)

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

**ACTION ITEMS**

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

**Classified**

- a. Patrick Snow, Substitute Van Driver, Transportation Department, request to be added to District Substitute List effective April 30, 2024.
- b. Sharon Cook, Library Technician, Palermo Middle School, Class 5, Step 30, request to change from Instructional Aide at 3.5 hours per day to Library Technician at 6.0 hours per day effective May 1, 2024.
- c. Sandra Bañuelos, Instructional Aide, Helen Wilcox Preschool, amend contract days from 10 month (213 days) extended to 10 months (196 days) effective July 1, 2024.

**Resignation**

- d. Amber Gage, Teacher, Helen Wilcox School, resignation effective June 8, 2024.
- e. Alicia Perez-Fortin, Teacher, Helen Wilcox School, resignation effective June 8, 2024.

**Leaves of Absence**

- f. Caitlyn Webb, Certificated Teacher, Golden Hills, requests .2 FTE unpaid leave of absence for the 2024-2025 school year effective July 1, 2024.

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

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

**Palermo Union Elementary School District**  
**Regular Board Meeting Minutes**  
**April 24, 2024**  
**District Office Boardroom**  
**7390 Bulldog Way, Palermo, CA 95968**

**INTRODUCTION**

1. President, Debbie Hoffman, called the meeting to order at 5:00 p.m., and welcomed those in attendance.
2. President, Debbie Hoffman, led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren. Justin Younger was absent.

Others present were: Kathleen Andoe-Nolind, Ruthie Anaya, Carlos Aguilar, Maria Pineda, and Rebecca Harvey.

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

5. **Audience with the Board**

**Non-Agenda Items:**

No one had business to bring before the Board.

6. **Audience with the Board**

**Agenda Items:**

No one had business to bring before the Board.

7. **Tell Me Something Good | Site & Student Recognition**

**Palermo Middle School**

It is bustling at Palermo Middle School as we enter into the home stretch of our year! Our library/hub was full of parents on April 11<sup>th</sup> during our social media night where two Sheriff Officers/Detectives highlighted concerns that are regularly on their radar, and gave support to our families on how to best support and protect their children from social media dangers. Please help us celebrate Alise Kubecki, 8<sup>th</sup> grade special education teacher, for being honored as a Ross-Harmon Educator of the Year! Alise's passion to support all of our students goes beyond the students on her caseload, and she is always eager to be a voice in the discussion to find solutions that best support all of our Bulldogs. Let's hear it for Palermo Middle School's Chess Team, as they were undefeated this season and claimed the championship prize at each of the seven tournaments they attended!

### **Helen Wilcox School**

We have been very busy at Helen Wilcox! Our Open House was a huge success, filled with loved ones admiring their students' work, a captivating art display (thank you to our teachers), and an engaging Math Festival (shoutout to Ms. Ronan!). Our 1<sup>st</sup> graders went to Chico State where they saw *123 Andrés* at Laxson Auditorium and the eclipse—it was a big day and they had a great time. Ms. Merlo spearheaded a Kindness challenge, resulting in a vibrant paper chain adorning our stage, with each link representing an act of kindness penned by our students. Speaking of achievements, our students continue to improve their reading skills, with several nearing completion of all levels in Lexia. One 3<sup>rd</sup> grader has even written and illustrated three comic book-style books (way to go Kevin!). Girls on the Run and track are both moving forward with speed and confidence. Students continue to Strive for Five, and our year to date attendance average is 92.5%. Finally, the TK/Preschool playground is getting some new equipment, and our students can't wait for its completion!

### 8. **Consent Agenda**

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

### **Action Items**

- a. Minutes of March 27, 2024 Regular Board Meeting.
- b. Minutes of April 10, 2024 Regular Board Meeting.
- c. Warrants of March 1, 2024 through March 31, 2024, 284029-286509, for the amount of \$327,174.28, Funds 01, 12, 13.

### **Reports**

- d. Events Calendar
- e. Districtwide Discipline Report | March 2024
- f. Enrollment Report | Month Seven
- g. Staff Development Report | March 2024
- h. Palermo Account Ledger | March 1, 2024 - March 31, 2024
- i. Donation from Mooretown Rancheria of \$500.00 to Palermo Middle School to go towards graduation expenses.
- j. Quarterly Report on Williams Uniform Complaints [Education Code 35186(d)] is presented for information. No complaints were filed with any school in the District during the quarter indicated.

9. **Items Removed from the Consent Agenda**

There were no items removed from the Consent Agenda.

10. **Staff Reports/Business Items**

- a. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that Board Resolution No. 24-06, Board Member Compensation for Missed Meetings, allowing Justin Younger to receive Board Member Compensation be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- b. There were no comments from the California School Employees Association, Bargaining Unit 366.
- c. There were no comments from the Palermo Teachers association Bargaining Unit (PTA/CTA/NEA).

11. **Board Policies & Administrative Regulations**

The following Board Policies and Administrative Regulations were presented to the Board for second and final reading

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

- a. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Administrative Regulation 4112.42 4212.42 4312.42 - Drug & Alcohol Testing for Bus Drivers, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- b. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Board Policy 4112.42 4212.42 4312.42 - Drug & Alcohol Testing for Bus Drivers, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- c. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Administrative Regulation 4112.61 4212.61 4312.61 - Employment References, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- d. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Board Policy 4113.4 4213.4 4313.4 - Temporary Modified/Light-Duty Assignment, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.

## **Board Policies & Administrative Regulations (continued)**

- e. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Administrative Regulation 4116 - Probationary/Permanent Status, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- f. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that revised Board Policy 4116 - Probationary/Permanent Status, be approved (second and final reading). Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.

The following Board Policies, Administrative Regulations, and Exhibits were presented to the Board for first reading.

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

- a. Board Policy 4117.3 - Personnel Reduction
- b. Administrative Regulation 4117.7 4317.7 - Employment Status Reports
- c. Board Policy 4117.13 4317.13 - Early Retirement Option
- d. Administrative Regulation 4117.14 4317.14 - Postretirement Employment
- e. Board Policy 4119.1 4219.1 4319.1 - Civil & Legal Rights
- f. Administrative Regulation 4119.11 4219.11 4319.11 - Sexual Harassment
- g. Board Policy 4119.11 4219.11 4319.11 - Sexual Harassment
- h. Administrative Regulation 4119.12 4219.12 4319.12 - Title IX Sexual Harassment Complaint Procedures
- i. Exhibit 4119.12 4219.12 4319.12 - Title IX Sexual Harassment Complaint Procedures
- j. Board Policy 4119.21 4219.21 4319.21 - Professional Standards
- k. Exhibit 4119.21 - Professional Standards
- l. Board Policy 4119.23 4219.23 4319.23 - Unauthorized Release of Confidential/Privileged Information

## 12. **Correspondence**

None.

13. **Superintendent's Reports**

- a. Kathleen Andoe-Nolind, Superintendent, provided the Board with a printed handout detailing the latest revision to the plans for the Transitional Kindergarten Expansion Project at Helen Wilcox School, as provided by the architect. These revised plans incorporate a steeper pitch to the rooftop of the forthcoming classrooms. Apart from this, no other modifications were made.

14. **Board Items**

None.

**CLOSED SESSION**

The Board recessed into Closed Session at 5:10 p.m. to discuss the following:

1. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
2. Closed session regarding public employee discipline/dismissal/release in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative 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 5:11 p.m.

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

None.

**ACTION ITEMS**

None.

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

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

**Certificated**

- a. Kristyn Santos, Certificated Teacher, Helen Wilcox, request to hire as Temporary 1<sup>st</sup> Grade Teacher effective August 5, 2024 to June 6, 2025.

**Personnel | Recommendation: Approval (continued)**

**Resignation**

b. Mackenzie McKeehan, Library Technician, Palermo Middle School, resignation effective April 18, 2024.

c. Andrea Thomas, Teacher, Palermo Middle School, resignation effective July 15, 2024.

**Leaves of Absence**

d. Kristy McDonald, Certificated Teacher, Helen Wilcox School, request to use FMLA/CFRA/PDL leave, then unpaid leave of absence for the remainder of the 2024-2025 school year.

**ADJOURNMENT**

President, Debbie Hoffman, declared the meeting adjourned at 5:11 p.m.

Respectfully submitted,



Kathleen Andoe-Nolind  
Secretary of the Governing Board

**Palermo Union Elementary School District**  
**Special Board Meeting Minutes**  
**April 24, 2024**  
District Office Boardroom  
7390 Bulldog Way, Palermo, CA 95968

**INTRODUCTION**

1. President, Debbie Hoffman, called the meeting to order at 5:11 p.m., and welcomed those in attendance.
2. President, Debbie Hoffman, led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren.

Other present were: Kathleen Andoe-Nolind, Ruthie Anaya, Carlos Aguilar, Maria Pineda and Rebecca Harvey.

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

5. **Audience with the Board**

**Non-Agenda Items:**

No one had business to bring before the Board.

6. **Audience with the Board**

**Agenda Items:**

No one had business to bring before the Board.

7. **Staff Reports/Business Items**

- a. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that the budget for the Portable Building Project outlined in the attached reference be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.
- b. A motion was made by Cody Nissen, seconded by Mark McClarren, recommending that the Superintendent or designee be authorized to enter into an agreement with the low responsible bidder for the Revised Site Work Project Scope be approved. Debbie Hoffman, Cody Nissen, Kimberly Tyler and Mark McClarren voted aye. Motion unanimously carried. Justin Younger was absent.

**ADJOURNMENT**

President, Debbie Hoffman, declared the meeting adjourned at 5:22 p.m.

Respectfully submitted,



Kathleen Andoe-Nolind  
Secretary of the Governing Board

Checks Dated 04/01/2024 through 04/30/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-286723	04/02/2024	US BANK	01-4300	2,903.65	
			01-5200	5,581.34	
			01-5300	149.00	
			01-5854	71.88	
			12-4300	422.10	
			12-5200	102.70	9,230.67
3005-286724	04/02/2024	ACCULARM SECURITY SYSTEMS	01-5604		504.00
3005-286725	04/02/2024	AMAZON FULLFILLMENT SERVICES	01-4300	1,648.62	
			12-4300	803.37	2,451.99
3005-286726	04/02/2024	AT&T	01-5900		279.16
3005-286727	04/02/2024	At&t	01-5900		408.48
3005-286728	04/02/2024	BECKERS	12-4300		268.30
3005-286729	04/02/2024	BETTER DEAL EXCHANGE	01-4300		28.15
3005-286730	04/02/2024	BROWERS 25 HOUR TOW SERVICE	01-4300		525.00
3005-286731	04/02/2024	EVERYCHILD CALIFORNIA	12-5200		468.00
3005-286732	04/02/2024	CHICO CHILDREN'S MUSEUM	01-5810		300.00
3005-286733	04/02/2024	COGENT SOLUTIONS & SUPPLIES	01-4300	3,974.05	
			13-4300	1,094.60	5,068.65
3005-286734	04/02/2024	JACE CROSSWELL NORTH VALLEY WOOD & AGGREGATE	01-4300		436.21
			13-4300	656.63	
3005-286735	04/02/2024	THE DANIELSEN COMPANY	13-4300		
			13-4700	7,147.51	7,804.14
3005-286736	04/02/2024	DANNIS WOLIVER KELLEY	01-5830		8,618.00
3005-286737	04/02/2024	DAWSON OIL	01-4309		1,426.70
3005-286738	04/02/2024	DOCUMENT TRACKING SERVICES	01-5800		2,400.00
3005-286739	04/02/2024	EWING IRRIGATION PRODUCTS INC	01-4300		246.32
3005-286740	04/02/2024	GIRLS ON THE RUN	01-5800		5,200.00
3005-286741	04/02/2024	GREENHOUSE MEGASTORE	01-4300	19,065.11	
			01-6200	47,098.84	66,163.95
3005-286742	04/02/2024	LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT	01-5503		4,236.18
3005-286743	04/02/2024	LAKESHORE LEARNING MATERIALS	12-4300		861.19
3005-286744	04/02/2024	MAC GILL DISCOUNT	01-4300		380.71
3005-286745	04/02/2024	DISCOVERY EDUCATION	01-9330		1,495.00
3005-286746	04/02/2024	OFFICE DEPOT	01-4300	2,229.76	
			12-4300	743.41	2,973.17
3005-286747	04/02/2024	OROVILLE POWER EQUIPMENT	01-4300		144.00
3005-286748	04/02/2024	PACE ANALYTICAL	01-5503		203.76
3005-286749	04/02/2024	PACIFIC GAS AND ELECTRIC CO	01-5502		31,577.34
3005-286750	04/02/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		2,629.31
3005-286751	04/02/2024	PRODUCERS DAIRY FOODS	13-4700		2,152.96
3005-286752	04/02/2024	RALEYS - IN STORE CHARGE	01-4300		346.95
3005-286753	04/02/2024	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		330.77
3005-286754	04/02/2024	SLAKEY BROTHERS	01-4300		272.30

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Checks Dated 04/01/2024 through 04/30/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-286755	04/02/2024	SOUTH FEATHER WATER POWR AGNCY	01-5503		377.36
3005-286756	04/02/2024	HOME DEPOT PRO	01-4300		397.07
3005-286757	04/02/2024	VERIZON WIRELESS SERVICES	01-5900		533.99
3005-286758	04/02/2024	Borquez, Victor R	01-5200		431.85
3005-286759	04/02/2024	Smith, Chelsea L	01-4300		102.42
3005-286760	04/02/2024	Juarez, Rosalba	12-4300		51.83
3005-286761	04/02/2024	Greathouse, Kelsi L	01-4300		48.53
3005-286762	04/02/2024	Wright, Rosalie H	01-4300		62.44
3005-286763	04/02/2024	Thomas, Andrea M	01-5200		57.01
3005-286764	04/02/2024	Flores, Bianca Y	12-4300		40.57
3005-286765	04/02/2024	Benson, Austin G	01-4300		44.18
3005-287343	04/09/2024	Mc Coy Jr, Alfred J	01-4300		830.07
3005-287344	04/09/2024	Walker, Rainbow T	01-4300		164.34
3005-287345	04/09/2024	Fraga, Dyanne J	01-4300		25.63
3005-287346	04/09/2024	Smithey, William D	01-4300		43.43
3005-287347	04/09/2024	Butcher, Kimberly A	12-4300		210.00
3005-287348	04/09/2024	Peters, Anne M	01-4300		19.75
3005-287349	04/09/2024	Langford, Christianne L	01-4300		168.72
3005-287622	04/11/2024	GLOBAL MODULAR	01-6200		212,085.00
3005-287623	04/11/2024	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		6,168.96
3005-287624	04/11/2024	AMAZON FULLFILLMENT SERVICES	01-4300	7,329.82	
			12-4300	811.66	8,141.48
3005-287625	04/11/2024	ASPIRE SPEECH THERAPY	01-5800		2,887.50
3005-287626	04/11/2024	AT&T	01-5900		1,936.21
3005-287627	04/11/2024	BETTER DEAL EXCHANGE	01-4300		254.04
3005-287628	04/11/2024	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		495.00
3005-287629	04/11/2024	BROWERS 25 HOUR TOW SERVICE	01-4300		675.00
3005-287630	04/11/2024	CHICO CHILDREN'S MUSEUM	01-5810		300.00
3005-287631	04/11/2024	CHICO SPEECH LANGUAGE CENTER	01-5800		823.00
3005-287632	04/11/2024	CLOVERLEAF FAMILY COUNSELING JULIE TOROK MANGASARIAN	12-5800		937.50
3005-287633	04/11/2024	COGENT SOLUTIONS & SUPPLIES	13-4300		49.23
3005-287634	04/11/2024	COMMUNITY PLAYTHINGS	12-4300		1,539.04
3005-287635	04/11/2024	THE DANIELSEN COMPANY	13-4300	732.20	
			13-4700	7,709.82	8,442.02
3005-287636	04/11/2024	DANS ELECTRICAL SUPPLY	01-4300		29.82
3005-287637	04/11/2024	DAWSON OIL	01-4309		744.75
3005-287638	04/11/2024	EAGLE ARCHITECTS	01-6210		32,842.82
3005-287639	04/11/2024	GLOBAL MODULAR	01-6200		240,000.00
3005-287640	04/11/2024	HOBBS PEST SOLUTIONS INC	01-5505		386.00
3005-287641	04/11/2024	HUBERT COMPANY	13-4400		4,821.26
3005-287642	04/11/2024	KING CONSULTING	01-5800		4,510.00
3005-287643	04/11/2024	KIRSHNER WILDLIFE FOUNDATION	12-5810		224.00

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## Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-287644	04/11/2024	LAKESHORE LEARNING MATERIALS	12-4300		1,281.18
3005-287645	04/11/2024	OFFICE DEPOT	01-4300		257.84
3005-287646	04/11/2024	OREILLY AUTOMOTIVE STORES INC	01-4300	120.95	
			01-4335	365.05	486.00
3005-287647	04/11/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	57.39	
			13-4700	4,114.08	4,171.47
3005-287648	04/11/2024	PRODUCERS DAIRY FOODS	13-4700		2,277.11
3005-287649	04/11/2024	RECOLOGY BUTTE COLUSA COUNTIES	01-5504		1,025.04
3005-287650	04/11/2024	HOME DEPOT PRO	01-4300		8,200.46
3005-287651	04/11/2024	T-MOBILE	01-5900		585.80
3005-287652	04/11/2024	VERIZON WIRELESS SERVICES	01-5900		364.83
3005-287653	04/11/2024	VOLTAGE SPECIALISTS	01-5600		675.00
3005-287654	04/11/2024	ZORO TOOLS	01-4300		4,890.28
3005-287655	04/11/2024	Teer, Abby L	01-4300		90.00
3005-287924	04/16/2024	FEATHER RIVER CINEMAS	01-5810		880.00
3005-287925	04/16/2024	AMAZON FULLFILLMENT SERVICES	01-4300		31.83
3005-287926	04/16/2024	BETTER DEAL EXCHANGE	01-4300		226.43
3005-287927	04/16/2024	BUTTE CO AIR QUALITY	01-5800		850.38
3005-287928	04/16/2024	COGENT SOLUTIONS & SUPPLIES	01-4300		482.39
3005-287929	04/16/2024	CONSOLIDATED ELECTRICAL DIST	12-4300		1,247.38
3005-287930	04/16/2024	CRESO EQUIPMENT RENTALS ATTN: ACCOUNTS RECEIVABLE	01-6240		825.26
3005-287931	04/16/2024	DANS ELECTRICAL SUPPLY	01-4300	25.38	
			12-4300	426.06	451.44
3005-287932	04/16/2024	DAWSON OIL	01-4309		629.39
3005-287933	04/16/2024	DEPARTMENT OF JUSTICE ACCOUNT OFFICE	01-5853		519.00
3005-287934	04/16/2024	HAPPY VALLEY FRESH STEVE WESTABY	13-4700		840.00
3005-287935	04/16/2024	INNOVATIVE MECHANICAL SOLUTION	12-4300		974.25
3005-287936	04/16/2024	LAKESHORE LEARNING MATERIALS	12-4300		4,183.25
3005-287937	04/16/2024	OFFICE DEPOT	01-4300		199.80
3005-287938	04/16/2024	OREILLY AUTOMOTIVE STORES INC	01-4300		98.63
3005-287939	04/16/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		1,300.27
3005-287940	04/16/2024	SHARPS LOCKSMITHIG GARAGE DOOR	01-4300		94.18
3005-287941	04/16/2024	HOME DEPOT PRO	01-4300		445.77
3005-287942	04/16/2024	SYSCO FOOD SVCS OF SACRAMENTO	13-4700		1,036.18
3005-287943	04/16/2024	VOLTAGE SPECIALISTS	01-6200		1,200.00
3005-287944	04/16/2024	Institute for Educational Lead ership	01-5200		1,725.00
3005-287945	04/16/2024	Borquez, Victor R	01-4300		74.84
3005-287946	04/16/2024	Allsup, Christy L	01-4300		471.35
3005-287947	04/16/2024	Thao, Cindy M	01-4300		120.00

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## Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-287948	04/16/2024	Guptill, Charity D	12-4300	12.87	
			12-5200	44.09	56.96
3005-287949	04/16/2024	Corkin, Brianna G	01-5200		424.38
3005-287950	04/16/2024	Smith, Chelsea L	01-4300		47.04
3005-287951	04/16/2024	Gutierrez, Devin P	01-4300		192.27
3005-287952	04/16/2024	Sharp, Christopher R	01-4300		149.82
3005-287953	04/16/2024	Walker, Rainbow T	01-4300		24.23
3005-287954	04/16/2024	Addams, Daylyn	01-4300		62.44
3005-287955	04/16/2024	Warner, Kristina N	01-4300		52.77
3005-287956	04/16/2024	Zarzynski, Rebekah A	01-5200		868.38
3005-287957	04/16/2024	Madison, Elizabeth M	01-5200		62.31
3005-288216	04/18/2024	US BANK	01-4300	128.41	
			01-5200	19,801.00	19,929.41
3005-288460	04/23/2024	DONOVAN PEARCE	01-5800		225.12
3005-288461	04/23/2024	JOAL SIMPSON	01-5800		116.58
3005-288462	04/23/2024	Coleman, Mark E	01-4300		1,582.05
3005-288463	04/23/2024	Napoli, Kristen L	01-4300		70.70
3005-288464	04/23/2024	Ruff, Angela B	01-4300		708.28
3005-288465	04/23/2024	Rodriguez, Ronda L	12-5200		82.68
3005-288466	04/23/2024	Duggins, Jodie R	12-4300		373.80
3005-288467	04/23/2024	Adams, Gina C	01-4300		231.00
3005-288468	04/23/2024	Peters, Anne M	01-4300		46.36
3005-288469	04/23/2024	A Z BUS SALES INC	01-4300		419.96
3005-288470	04/23/2024	AMAZON FULLFILLMENT SERVICES	01-4300	1,727.26	
			12-4300	757.61	2,484.87
3005-288471	04/23/2024	BOOK FAMILY FARM	01-5810		260.00
3005-288472	04/23/2024	CALIFORNIA OCCUPATIONAL MEDICAL PROFESSIONALS	01-5851		160.00
3005-288473	04/23/2024	CASCADE HEALTHCARE SERVICES	12-4300	147.96	
			12-5800	1,095.00	1,242.96
3005-288474	04/23/2024	EVERYCHILD CALIFORNIA	12-5200	468.00	
			12-5300	625.00	1,093.00
3005-288475	04/23/2024	CHICO CHILDREN'S MUSEUM	01-5810		300.00
3005-288476	04/23/2024	CHICO SPEECH LANGUAGE CENTER	01-5800		6,535.00
3005-288477	04/23/2024	THE DANIELSEN COMPANY	13-4300	983.15	
			13-4700	8,880.51	9,863.66
3005-288478	04/23/2024	DANS ELECTRICAL SUPPLY	12-4300		71.21
3005-288479	04/23/2024	DAWSON OIL	01-4309		1,134.95
3005-288480	04/23/2024	GOVERNMENT FINANCIAL SERVICES	01-5800		437.50
3005-288481	04/23/2024	HAPPY VALLEY FRESH STEVE WESTABY	13-4700		1,622.00
3005-288482	04/23/2024	INSIDE OUT DESIGNS	01-4300		473.64
3005-288483	04/23/2024	PACE SUPPLY	01-4300		1,009.67
3005-288484	04/23/2024	LISA BAKER	01-5810		750.00
3005-288485	04/23/2024	METAL WORKS	12-4300		28.90

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Checks Dated 04/01/2024 through 04/30/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-288486	04/23/2024	MJB WELDING SUPPLY INC	01-4300		415.43
3005-288487	04/23/2024	MONARCH LINK	12-5854		1,080.00
3005-288488	04/23/2024	OFFICE DEPOT	01-4300		3,716.78
3005-288489	04/23/2024	POSITIVE BEHAVIOR SUPPORTS	01-5800		165.00
3005-288490	04/23/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	79.26	
			13-4700	3,722.47	3,801.73
3005-288491	04/23/2024	PRODUCERS DAIRY FOODS	13-4700		2,327.72
3005-288492	04/23/2024	SLAKEY BROTHERS	12-4300		238.03
3005-288493	04/23/2024	SMUD MUSEUM OF SCIENCE	01-5810		550.00
3005-288494	04/23/2024	HD SUPPLY/HOME DEPOT PRO	01-4300		2,419.66
3005-288495	04/23/2024	SYSKO FOOD SVCS OF SACRAMENTO	13-4300	154.31	
			13-4700	574.94	729.25
3005-288496	04/23/2024	USPS OROVILLE	01-4300		320.00
3005-288497	04/23/2024	VOLTAGE SPECIALISTS	01-5604		400.00
3005-288741	04/25/2024	CLARISSA KEVIL	12-4300		95.22
3005-288742	04/25/2024	Napoli, Kristen L	01-4300		50.77
3005-288743	04/25/2024	Borquez, Victor R	01-4300		97.36
3005-288744	04/25/2024	Tuato'o, Mary	01-4300		105.91
3005-288745	04/25/2024	Gutierrez, Devin P	01-4300		591.29
3005-288746	04/25/2024	Smithey, William D	01-4300		84.51
3005-288747	04/25/2024	Greathouse, Kelsi L	01-4300		76.81
3005-288748	04/25/2024	Mann, Ayla G	01-4300		60.92
3005-288749	04/25/2024	Peters, Anne M	01-4300		45.50
3005-288750	04/25/2024	Juarez, Anthony	01-5200		87.17
3005-288751	04/25/2024	Langford, Christianne L	01-5200		190.95
3005-288752	04/25/2024	US BANK	01-4300	1,348.08	
			01-5200	969.37	
			12-4300	265.08	2,582.53
3005-289221	04/30/2024	A1 APPLIANCE	12-4400		787.80
3005-289222	04/30/2024	ACCULARM SECURITY SYSTEMS	01-4300		660.00
3005-289223	04/30/2024	AMAZON FULLFILLMENT SERVICES	01-4300	1,014.95	
			12-4300	1,257.78	2,272.73
3005-289224	04/30/2024	AT&T	01-5900		67.20
3005-289225	04/30/2024	BRIAN SCOTT PRODUCTIONS	01-4300		422.50
3005-289226	04/30/2024	BRINSEA PRODUCTS	01-4400	2,080.64	
			Unpaid Tax	140.65-	1,939.99
3005-289227	04/30/2024	CALIF DEPARTMENT OF EDUCATION	13-4720		370.50
3005-289228	04/30/2024	CDW GOVERNMENT	01-4300		887.65
3005-289229	04/30/2024	COGENT SOLUTIONS & SUPPLIES	01-4300		1,207.87
3005-289230	04/30/2024	CSE/UNIVERSITY BOX OFFICE	01-5810		890.00
3005-289231	04/30/2024	THE DANIELSEN COMPANY	13-4300	845.96	
			13-4700	10,783.48	11,629.44
3005-289232	04/30/2024	DANS ELECTRICAL SUPPLY	12-4300		156.76
3005-289233	04/30/2024	GOLFLAND SUNSPASH	01-5810		4,935.00

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Checks Dated 04/01/2024 through 04/30/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-289234	04/30/2024	INSIDE OUT DESIGNS	01-4300		270.16
3005-289235	04/30/2024	NORTH STATE SCREENPRINTING	01-4300		1,594.36
3005-289236	04/30/2024	OFFICE DEPOT	01-4300		997.16
3005-289237	04/30/2024	OREILLY AUTOMOTIVE STORES INC	01-4335		33.24
3005-289238	04/30/2024	PACE ANALYTICAL	01-5503		203.76
3005-289239	04/30/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	79.26	
			13-4700	2,347.89	2,427.15
3005-289240	04/30/2024	PRODUCERS DAIRY FOODS	13-4700		2,223.52
3005-289241	04/30/2024	RENAISSANCE LEARNING	01-5854		2,106.70
3005-289242	04/30/2024	SHARPS LOCKSMITHIG GARAGE DOOR	01-4300		86.06
3005-289243	04/30/2024	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		297.13
3005-289244	04/30/2024	SOUTH FEATHER WATER POWR AGNCY	01-5503		373.77
3005-289245	04/30/2024	HD SUPPLY/HOME DEPOT PRO	01-4300	628.60	
			12-4300	70.01	698.61
3005-289246	04/30/2024	SYSCO FOOD SVCS OF SACRAMENTO	13-4300	88.90	
			13-4700	1,144.15	1,233.05
3005-289247	04/30/2024	TOTAL SCHOOL SOLUTIONS	25-5800		5,500.00
3005-289248	04/30/2024	VERIZON WIRELESS SERVICES	01-5900		488.88
			<b>Total Number of Checks</b>	<b>197</b>	<b>852,732.64</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	150	751,273.13
12	ChildDevelopmentFund	34	23,253.59
13	CafeteriaSpecialRevenueFund	22	72,846.57
25	CapitalFacilitiesFund	1	5,500.00
Total Number of Checks		<b>197</b>	852,873.29
Less Unpaid Tax Liability			140.65-
<b>Net (Check Amount)</b>			<b>852,732.64</b>

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# EVENTS CALENDAR

## PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
May 17, 2024	Donuts for Grown Ups	Golden Hills School	8:00 AM
May 22, 2024	Regular Board Meeting	District Boardroom	5:00 PM
May 23, 2024	Open House	Golden Hills School	5:00-6:00 PM
May 27, 2024	Memorial Day <small>(No students, teachers or staff)</small>		
June 6, 2024	8th Grade Graduation	Palermo Middle School	9:00 AM
June 7, 2024	End of Year BBQ	Palermo Middle School	11:30 AM
June 12, 2024	Regular Board Meeting	District Boardroom	5:00 PM
June 19, 2024	Juneteenth <small>(No students, teachers or staff)</small>		
June 19, 2024	Regular Board Meeting	District Boardroom	5:00 PM
June 26, 2024	Regular Board Meeting	District Boardroom	5:00 PM
July 10, 2024	Regular Board Meeting	District Boardroom	5:00 PM
July 24, 2024	Regular Board Meeting	District Boardroom	5:00 PM
August 14, 2024	Regular Board Meeting	District Boardroom	5:00 PM
August 28, 2024	Regular Board Meeting	District Boardroom	5:00 PM
September 11, 2024	Regular Board Meeting	District Boardroom	5:00 PM
September 25, 2024	Regular Board Meeting	District Boardroom	5:00 PM
October 9, 2024	Regular Board Meeting	District Boardroom	5:00 PM
October 23, 2024	Regular Board Meeting	District Boardroom	5:00 PM
November 13, 2024	Regular Board Meeting	District Boardroom	5:00 PM
December 11, 2024	Annual Organizational Meeting	District Boardroom	5:00 PM

PALERMO UNION SCHOOL DISTRICT				
ENROLLMENT REPORT				
MONTH EIGHT		ENROLLMENT PERIOD 3/2/24-3/29/24		
<b>TK</b>			<b>4TH GRADE</b>	
Gutierrez, N - TK	18		Borquez	23
Perez Fortin - TK	19		Chapman	24
Teer - TK	18		Dailey	24
	55		Langone	23
			Smith	25
<b>KINDERGARTEN</b>			<b>TOTAL</b>	119
Adams	23			
Donat	22		<b>5TH GRADE</b>	
Fairbanks	22		Benson	26
Neville	23		Corkin	26
Peters	22		Russell	26
Turner	21		Sharp	27
Butler - Honcut	6		Zarzyński	24
<b>TOTAL</b>	139		<b>TOTAL</b>	129
<b>1ST GRADE</b>			<b>6TH GRADE</b>	
Addams	21		Andracchio	8
Boucher	22		Aplustill	28
Fox	21		Gomez	23
Mann	21		McCoy, Alfred	26
Santos	20		McCoy, Andrew	26
Thao	21		McCoy, Stephanie	17
Butler - Honcut	4		Quezada	25
<b>TOTAL</b>	130		<b>TOTAL</b>	153
<b>2ND GRADE</b>			<b>7TH GRADE</b>	
Bidlack	23		Barcelos	21
Brenner	22		Cotter	9
Cole	23		Crabtree	11
Hartman	20		Fraga	27
Ronan	22		Frye	26
Ruff	22		Greathouse	28
Butler - Honcut	1		Smithey	25
<b>TOTAL</b>	133		<b>TOTAL</b>	147
<b>3RD GRADE</b>			<b>8TH GRADE</b>	
Allsup	21		Baker	23
Brothers	22		Kaye	22
Jensen	21		Kubecki	7
Leonard	21		Maturino	18
Mattern	20		Thomas	26
Wright	21		Wright	22
Butler - Honcut	7			
<b>TOTAL</b>	133		<b>TOTAL</b>	118
			<b>COMMUNITY DAY SCHOOL</b>	
			Sasaki	7
			<b>TOTAL</b>	7
<b>SPECIAL EDUCATION</b>			<b>HOME STUDY (FTI)</b>	
Gage - K- Wilcox	0		Palermo	17
Gage -1- Wilcox	0		Wilcox	0
Gage - 2- Wilcox	0		Golden Hills	3
Galdin -3- Wilcox	0		Honcut	
Beard -4- Golden Hills	0		<b>TOTAL</b>	20
Tauao'o -5- Golden Hills	0			
Andracchio -6- Palermo	0		<b>INDEPENDENT STUDY</b>	
Rogers -7- Palermo	0		Palermo	6
Crabtree -8- Palermo	0		Wilcox	5
			Golden Hills	3
			Honcut	
<b>TOTAL</b>	0		<b>TOTAL</b>	14
			<b>COMMUNITY DAY SCHOOL</b>	7
			<b>HONCUT SCHOOL</b>	18
			<b>PALERMO SCHOOL</b>	441
			<b>HELEN WILCOX SCHOOL</b>	577
			<b>GOLDEN HILLS SCHOOL</b>	254
			<b>TOTAL</b>	1297

**STAFF DEVELOPMENT REPORT**  
**April 2024**

**All totals are approximates.**

Advanced Eligibility and Need

Heras

Webinar

05/09/24

Funding: 6105

\$129.99

Efficiently Managing Eligibility Need & Family Enrollment

Heras

Webinar

04/24-04/26

Funding: 6105

\$269.00

Managing Eligibility Enrollment in Port-Day CSPP

Heras

Webinar

04/14-04/18/24

Funding: 6105

\$199.00

CASBO

Coon

Webinar

05/30-05/31/24

Funding: 0550

\$255.00



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

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## Resolution No. 24-07

### Resolution on Board Compensation for Missed Meetings

On the Motion of Member \_\_\_\_\_, Seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, the Governing Board of the Palermo Union Elementary School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS**, Education Code 35120 provides that the monthly compensation provided to Board Members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board Resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board Member for meetings he/she missed; and

**WHEREAS**, the Board finds that Justin Younger did not attend the Board Meeting on April 24, 2024, for the following reason:

- Performance of other designated duties for the District during the time of the meeting.
- Illness or jury duty.
- Hardship deemed acceptable by the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board hereby authorizes full compensation of the Board Member for the month of April 2024 in accordance with Education Code 35120 and Board Bylaw 9250.

**PASSED AND ADOPTED** by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on May 8, 2024 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

I, Kathleen Andoe-Nolind, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

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Secretary of the Governing Board

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## Resolution No. 24-08

### Resolution to Impose Level 1 Developer Fees

WHEREAS Education Code Section 17620 authorizes school districts to levy a fee, charge, or dedication against any development project within its boundaries for the purpose of funding the construction or reconstruction of school facilities and to impose certain fees thereon; and

WHEREAS the Palermo Union Elementary School District ("District") by agreement with the Oroville Union High School District (OUHSD), may levy 60% of the total fees authorized by Government Code Section 65995, subdivision (b)(3), for development, with 40% of the total fees to the OUHSD; and

WHEREAS pursuant to the authority of Government Code Section 65995, subdivision (b)(3), allowable fees authorized by Education Code Section 17620 have presently been established by the State Allocation Board ("SAB") in the amount of \$5.17 per square foot for residential development and \$0.84 per square foot for commercial/industrial development and senior housing; and

WHEREAS the Governing Board ("Board") of the District has caused a study to be prepared by Total School Solutions entitled *Developer Fee Justification Document for Residential, Commercial and Industrial Development Projects – Level 1*, which identifies the purpose and use for the fee and sets forth a reasonable relationship between the fee to be imposed, the developments on which the fee is to be imposed, as well as the cost of the school facilities made necessary by virtue of the burden imposed by the developments; and

WHEREAS based upon the District's agreement with the OUHSD and the increased level of fees permitted by the SAB pursuant to Government Code Section 65995, the District may levy the following fees, which represent a percentage of the fee(s) established by the SAB:

- 1) \$3.102 per square foot of residential development (60% of \$5.17/sf).
- 2) \$0.504 per square foot of commercial or industrial development (60% of \$0.84), except for rental self-storage.

WHEREAS Education Code Section 17621 specifically exempts the adoption, increase, or imposition of any fee, charge, dedication, or other requirement pursuant to Education Code Section 17620 from the provisions of the California Environment Quality Act ("CEQA") (Pub. Resources Code Section 21000 et seq.); and

NOW, THEREFORE, BE IT RESOLVED, that the Board makes the following findings:

- 1) Prior to the adoption of this Resolution ("Resolution"), the Board of the District conducted a public hearing at which oral and written presentations were made as part of the Board's regularly scheduled May 8, 2024 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered has been published twice in accordance with Government Code Sections 66017 and 66018. Additionally, at least 10

days prior to the meetings, the District made all relevant information available to the public indicating the cost, or estimated cost, of the construction or reconstruction of school facilities made necessary by the residential and/or commercial/industrial development to which the fee shall apply.

- 2) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential and commercial/industrial development in the District.
- 3) The fees will be used to finance the construction or reconstruction of school facilities.
- 4) There is a reasonable relationship between the need for the imposition of the fee and development projects upon which the fees shall be imposed for the purpose of the construction or reconstruction of school facilities, in that residential, commercial, and industrial development will generate students who will attend District schools. The fees will be used to fund all, or a portion of, new school facilities, or to reconstruct existing school facilities.
- 5) There is a reasonable relationship between the amount of the fee and the cost of the additional or reconstructed school facilities attributable to the development upon which the fee shall be imposed, in that the square footage of these developments has a direct relationship to the number of students that will be generated, and, thus, to the facilities the District must add or reconstruct in order to accommodate the additional students.
- 6) The District maintains a separate capital facilities account, or fund, as required by Government Code Section 66006.

AND BE IT FURTHER RESOLVED that the Board incorporates herein by reference, approves and adopts the Study entitled *Developer Fee Justification Document for Residential, Commercial and Industrial Development Projects – Level 1*, dated February 2024 prepared by Total School Solutions which documents the need for the fees. Since the Study justifies fees in excess of the allowable limits, the District, in accordance with Education Code Sections 17620, et seq., and Government Code Sections 65995, et seq., and the District’s agreement with the OUHSD, hereby imposes fees in the following amounts:

- 1) \$3.102 per square foot of residential development;
- 2) \$0.468 per square foot of commercial or industrial development, except rental self-storage.

Pursuant to the agreement with the OUHSD, the amount collected on behalf of both the District and the OUHSD pursuant to this Resolution shall not exceed a total of \$5.17 per square foot for residential development and \$0.84 per square foot of commercial or industrial development.

AND BE IT FURTHER RESOLVED that the increase in fees shall take effect no sooner than sixty (60) days after the date of this Resolution. The District elects to place the fees in effect on July 7, 2024.

AND BE IT FURTHER RESOLVED that the Superintendent of the District, or his or her designee, shall give notice of the Board’s action herein to all cities and counties with jurisdiction over the territory of the District in accordance with the requirements of Education Code Section 17620 and 17621, requesting that no building permits (or, for manufactured homes and mobiles homes, certificates of occupancy) be issued on or after the date that the fees take effect, without

certification from the District that the fees specified herein have been paid. Said notice shall specify that collection of the fee is not subject to the restriction set forth in Government Code Section 66007, subdivision (a) but, pursuant to subdivision (b) of that statute, the fees are to be collected prior to issuance of building permits.

AND BE IT FURTHER RESOLVED that developers of commercial or industrial development be provided the opportunity for a hearing to appeal the imposition of the fee on their developments.

AND BE IT FURTHER RESOLVED that nothing contained or expressed in this Resolution shall be construed to affect the District's authority to increase the fee, enter into agreements with developers, or otherwise adopt or impose, to the extent permitted by law, additional fees, to fully mitigate the impact of resident and/or commercial/industrial development upon the District's school facilities.

AND BE IT FURTHER RESOLVED that the District's administration is authorized to make expenditures and to incur obligations of the fees for the purposes authorized by law.

AND BE IT FURTHER RESOLVED that the Board hereby finds that the increase in fees hereunder is statutorily exempt from the requirements of CEQA pursuant to Education Code Section 17621.

AND BE IT FURTHER RESOLVED that this Board hereby adopts this Resolution and directs the Superintendent, or his or her designee, to file a certified copy of this Resolution, together with all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fee, to each city and each county in which the District is situated, pursuant to Education Code Section 17621.

PASSED AND ADOPTED by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on May 8, 2024 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

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Clerk of the Governing Board

Memorandum of Understanding Between Palermo Union Elementary School District  
And  
Palermo Teachers Association

April 22, 2024

Specialist Teaching Assignments Serving Multiple Sites

The Palermo Union School District ("District") and the Palermo Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the aspects of Specialist Teaching Assignments Serving Multiple Sites that impact certificated bargaining unit members.

The District and Association recognize the importance of flexibility in determining the day to day schedule of unit members that are assigned to "specialist" assignments and serve students on multiple sites.

The District and Association also recognize that the need for Specialist Assignments varies from site to site and are determined by the district on an annual basis. However, it is important to note that the priority for the Music Specialist assignment is at the middle school level in order to continue our district's proud marching/performance band history. Music specialist time, if not essential to the middle school program, may be assigned to grade levels at other sites in the district.

In addition, the District and Association also realize that it is important to provide consistent guidelines in the development of Specialist's assignments and schedules that will also meet the instructional needs of the program.

The District and the Association mutually agree to the following:

:

- Specialist's primary site assignment will be determined by the district at the time that the specialist is hired. Retroactively, the primary site assignment for the Music Specialist is Palermo Middle School. Retroactively, the primary assignment for the Prop 28 funded Art Specialist will be based on the site allocation that provides for the majority of the specialist's compensation; at this time, the primary site assignment for this position will be Palermo Middle School.
- Specialists will work a 7 hour day and the starting and stopping time will be the same as the Specialist's primary site assignment. Specialist's formal observations will be conducted by the site administrator of their primary site. The site administrator from the secondary site will also provide input during the evaluation process.
- The Specialist will be assigned a duty free lunch equal in length to the lunch period of other teachers at their primary site assignment.

- If assigned to serve middle school students, the Specialists will receive a daily, preparatory period equal in length to that of the other middle school teachers. The preparatory period will occur in one block of time and on one site, and at their primary site assignment unless the Specialist requests otherwise. Specialists will be assigned adequate travel/transition time from one site to the other that will not encroach on their scheduled duty free lunch or prep time.
- Specialists may be assigned yard duty similar to that of teachers at the sites where they begin and where they end their day.
- If a Specialist does not have a dedicated classroom and/or teaches in a common area used by others, they shall have student free time built into their schedules in order to set up and clean up the area. This does not apply to assignments that begin immediately after the first 30 minutes of the contracted work day or assignments that end immediately prior to the last 30 minutes of the contracted work day. Sites will ensure that these areas are clean and prepared for use by the Specialist prior to the start of the instructional day.

The District and the Association recognize that unanticipated issues may arise in regards to this Memorandum of Understanding and agree to mutually work to address and resolve any of these concerns throughout the term of the MOU.

This MOU expires on June 30, 2026. This MOU may be extended upon mutual agreement of the Parties.



For the District:



Date:



For the Association:



Date:

Memorandum of Understanding Between Palermo Union Elementary School District  
And  
Palermo Teachers Association

April 22, 2024

Singleton Class Assignments

The Palermo Union School District ("District") and the Palermo Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the aspects of the Singleton Class Assignments that impact certificated bargaining unit members.

The District and Association recognize the importance of flexibility in determining staffing assignments due to fluctuating enrollment, lack of appropriately credentialed candidates, and the need for additional staffing that is less than a full time assignment.

The District and Association also recognize that Singleton Class Assignments will provide for fiscal stability, protect teacher student ratios, maintain instructional quality/stability and reduce the need for layoffs.

In addition, the District and Association also realize that it is important to safeguard against teacher burnout and placing new and/or probationary teachers into assignments that will interfere with their ability to provide high quality instruction in their core assignments.

A Singleton Class is defined as a one period class at the middle school level in which the unit member has the responsibility of completing all duties in relation to that class for a specified period of time that is beyond the regular full-time (FTE) assignment

The District and the Association mutually agree to the following in regards to Singleton Class Assignments:

- The district will determine the need for singleton class assignments. These assignments will be processed according to the provisions outlined in the collective bargaining agreement.
- A unit member may volunteer during their preparation period to teach a singleton class assignment if qualified to teach the subject matter through the credentialing process of any CTC/Ed. Code waiver option available to the district.
- In order to be eligible for this type of assignment, unit members must have at least 3 years teaching experience, have obtained permanent status in the district and have received satisfactory evaluations.
- Assignment length may vary from a portion of a trimester to a full year; the district reserves the right to terminate the assignment at its discretion.
- The unit member shall perform all additional work related to the additional seventh class.

- The class size of singleton sections shall not be above the median of the class sizes in that subject matter and grade level.
- The unit member shall be compensated an additional one-sixth ( $\frac{1}{6}$ ) of their daily rate for the length of the assignment.
- When the need for singleton class assignments exceeds three (3) sections, the district will post and recruit for an additional teacher if the need is projected to extend into the following school year.
- A teacher may not teach a singleton assignment(s) for more than 2 consecutive school years.

The District and the Association recognize that unanticipated issues may arise in regards to this Memorandum of Understanding and agree to mutually work to address and resolve any of these concerns throughout the term of the MOU.

This MOU expires on the last contract day of the 2024/2025 school year. This MOU may be extended upon mutual agreement of the Parties.

  
\_\_\_\_\_

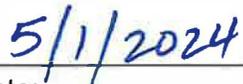
For the District:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

For the Association:

  
\_\_\_\_\_

Date:

Memorandum of Understanding Between Palermo Union Elementary School District  
And  
Palermo Teachers Association

April 25, 2024

SB 291 Recess Requirements (EC 49056)

The Palermo Union School District ("District") and the Palermo Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the aspects of the recess requirements, as specified in Education Code 49056, that impact certificated bargaining unit members assigned to the Palermo Middle School site.

This MOU will become effective August 8, 2024, unless the clarifying language limiting these requirements to elementary schools is passed in the Governor's 2024-2025 Budget Omnibus Trailer Bill. If the recess requirements in Education Code 49056 continue to apply to Palermo Middle School, the District and the Association mutually agree to the following:

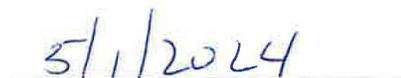
:

- Twenty (20) minutes of additional recess time will be included in the bell schedule for all regular instructional days.
- Five (5) minutes of additional recess time will be added to the lunch recess on all early release days.
- The student instructional day will begin at 8:05 AM.
- The regular instructional day bell schedule will reflect 7 periods of approximately 41 minutes in length.
- The 1-hour early release bell schedule will reflect 7 periods of approximately 36 minutes in length.
- The 15-minute additional morning recess will occur after 2nd period on all regular instructional days.
- Certificated staff are currently assigned two (2) yard duties/week. To provide supervision for the additional recess period, they may be assigned an additional 1-3 yard duties/week for a total of up to 5 regularly scheduled duties/week. These additional duties will be equitably distributed to all certificated staff.
- On rainy days, all certificated staff will participate in "Rainy Day Recess Duty".

The District and the Association recognize that unanticipated issues may arise regarding this Memorandum of Understanding and agree to mutually work to address and resolve any of these concerns throughout the term of the MOU.



For the District:



Date:



For the Association:



Date:

## ***Palermo Union Elementary School District***

### **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective May 8, 2024, is by and between the Palermo Union School District, in Butte County, California, hereinafter called the “Owner,” and United Building Contractors, Inc. hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

#### **ARTICLE I. SCOPE OF WORK.**

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in the PUESD Site Work Project:

- 1.** Site work for two new classroom modular buildings at Helen Wilcox Elementary School, 5737 Autrey Lane, Oroville, CA, 95966
- 2.** Site work for three new classroom modular buildings and shade structure at the Golden Hills Elementary School, 2400 Via Canela, Oroville, CA, 95966
- 3.** Site work for two new classroom modular buildings at Palermo Middle School, 7350 Bulldog Way, Palermo, CA, 95968
- 4.** Site work and construction of new Ag. Greenhouse at Palermo Middle School, 7350 Bulldog Way, Palermo, CA, 95968

all in strict compliance with the plans, drawings and specifications therefore prepared by

Alan Chambers  
Eagle Architects  
Chico, CA 95928  
530-898-0123  
Email: [alan@eaglearchitects.com](mailto:alan@eaglearchitects.com),

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus the Alternate Bid Item No. 1 listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all

applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

## **ARTICLE II. CONTRACT DOCUMENTS.**

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.”

## **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be one hundred-twenty (120) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization).

The portion of the Work that consists of the two new modular buildings at Helen Wilcox Elementary School (the “Helen Wilcox Scope”) shall be completed on or before July 26, 2024. This deadline shall be the “Helen Wilcox Milestone Deadline.”

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor:

- For failure to Complete the Work within the Contract Time, \$3000.00 for each calendar day of delay.
- For failure to complete the Helen Wilcox Scope by the Helen Wilcox Milestone Deadline, \$2000.00 for each calendar day of delay.

In addition, Contractor shall be subject to liquidated damages, or actual damages

if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$3000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds One Million Two Hundred Fifty Thousand Six Hundred Thirty Nine Dollars (\$ 1,250,639.00) for work satisfactorily performed after receipt of properly documented and submitted Applications

for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowance or general contingency allowance.

#### **ARTICLE V. CHANGES.**

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

#### **ARTICLE VI. TERMINATION.**

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

#### **ARTICLE VII. PREVAILING WAGES.**

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social

security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

#### **ARTICLE VIII. WORKING HOURS.**

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

#### **ARTICLE IX. APPRENTICES.**

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and

made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.**

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.**

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Butte, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.**

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.**

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

\_\_\_\_\_ (CONTRACTOR)

**PALERMO UNION SCHOOL DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Chairman, Pres., or Vice-Pres.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Title)

\_\_\_\_\_  
\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

# Palermo Union Elementary School District

## WELLNESS POLICY

The Palermo Union Elementary School District is committed to providing a school environment that enhances learning and develops lifelong wellness practices. Our school will encourage students to develop healthy habits of eating and physical activity.

To accomplish these goals:

- The Child Nutrition Program will comply with federal, state and local requirements. The Child Nutrition Program will be accessible to all children.
- Nutrition education will be promoted and provided to all students.
- Patterns of meaningful physical activity will connect to student's lives outside of physical education.
- School-based activities will be consistent with wellness policy goals.
- All foods and beverages made available on campus during the school day, including celebrations, snacks, rewards, and fundraising, will be consistent with the California State Department of Education, and USDA requirements.
- All potentially hazardous or temperature-controlled foods made available on campus during the school day will adhere to food safety and security guidelines.
- The school environment will be safe, comfortable, pleasing, and allow ample time and space for eating meals.
- Teachers and staff will be encouraged to model good nutritional behavior.

In response to the growing concern over childhood obesity and the onset of diabetes at the state, national and international levels, the following Wellness Plan has been developed. The Palermo Union Elementary School District desires to team with families and the community as they seek to provide a safe and nutritionally sound environment. The Palermo Union Elementary Wellness Plan meets the mandates of Child Nutrition and WIC Reauthorization Act of 2004.

Wellness Committee will include:

~~School Board Member~~

~~Superintendent~~

~~GBQ~~

~~Director of Food Services~~

~~Principals~~

~~School Nurse~~

~~Director of Child Development~~

## **DISTRICT WELLNESS COMMITTEE**

### **Purpose of the Committee**

In order to be compliant with the USDA final rule, the district will convene a representative District Wellness Committee that meets at least twice per year to establish goals for and oversee school health and safety policies and programs – including the development, implementation and periodic review and update of this wellness policy.

### **Committee Membership**

In order to be compliant with the USDA final rule, the wellness committee will include representatives from the school and district level and will reflect the diversity of the community.

The wellness committee will include, but is not limited to:

- Superintendent (or designee)
- Director of Food Services
- School Administrators
- Parents/Caregivers
- Students
- School Health Professionals
- Physical Education Teacher(s)
- School Board Member
- Director of Child Development Program
- General Public and/or Community Members

### **Committee Leadership**

In order to be compliant with the USDA final rule, the Superintendent (or designee) will convene the wellness committee, facilitate development of and update to the wellness plan and ensure each school's compliance with the policy. The names and contact information of the superintendent (or designee) and the council members will be made readily available to the public.

### **Accountability**

In order to be compliant with the USDA final rule, at least once every three years, the district will assess the wellness plan by measuring:

- The extent to which the wellness plan meets the requirements of the final rule.
- The extent to which schools of the district are complying with the wellness plan.
- The progress made in attaining the goals of the wellness plan.

### **Documentation**

In order to be compliant with the USDA final rule, the district will retain records to document the presence of and compliance with the wellness plan, including but not limited to:

- The current and previous board-approved wellness plan.
- Documentation demonstrating that the wellness plan has been made available to the public.
- Documentation of the most recent district and school-level assessments of implementation.
- Documentation of efforts to review and update the wellness plan, including who was involved, and how the district made stakeholders aware of their ability to participate.

### **Policy Updates**

In order to be compliant with the USDA final rule, the wellness committee will update the wellness plan based on the following:

- The results of the triennial assessment
- District priorities
- New federal or state guidelines
- School-level implementation progress
- Community needs

### **Notification to the Public**

In order to be compliant with the USDA final rule, the district will actively inform parents/caregivers and the public each year of basic information about the wellness plan, including but not limited to:

- It's content and any updates.
- District and school-level implementation status.
- An explanation of why updates were made, who was involved and how stakeholders were made aware of their ability to participate.
- The effective dates of any policy changes.
- The names and contact information of the district official leading and coordinating the wellness committee.
- Information about wellness committee meetings including dates, times, locations, agenda and minutes.
- Mechanisms for the public to provide feedback and comments.

The district will use multiple methods to distribution the information to the community, including but not limited to displaying notices on the district and school websites, email and social media posts.

## **NUTRITION STANDARDS**

- All foods made available on campus during the school day and in the extended day programs will comply with current federal, state and local requirements established by the USDA and California State Board of Education requirements.
- School meals will meet or exceed the CDE-Nutrition Services Program requirements and nutritional standards found in the federal regulations and the California State Board of Education
- Nutritional information will be readily available for menu items served in the school meal program.
- Food service personnel shall receive adequate training to include nutrition education and food service operations including safe food handling and sanitation.

- All potentially hazardous or temperature-controlled foods made available on campus during the school day will comply with the state and local food safety and sanitation regulations. A HACCP (Hazard Analysis Critical Control Point) Plan will be followed in the Child Nutrition Program to help provide assurances of proper food safety and sanitation practices.
- To ensure the safety and security of the food, access to the food service operations will be limited to Food Service Personnel and authorized personnel familiar and adhering with Child Nutrition Program regulations. Organizations that use the kitchen facilities may be required to hire a Child Nutrition Program employee to be present during times that the kitchen is used by the group.
- To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day.

## **FUNDRAISING**

- Guidelines for snacks, beverages, vending and fundraisers, during the school day will follow California State Board of Education requirements. Ed Code sections: 49430, 49431, 49431.5, 49431.7 CA. Code of Regulations Section 15576
- All fundraising sales of food or beverage to be sold on campus will be submitted to the Site Council for prior compliance check to the District Wellness Policy. Approved Foods will be submitted for District Board for final approval.
- Food restrictions apply to ALL foods sold to students by any entity
- The following beverage and snack restrictions are effective during school hours up through one-half hour after school. After school has been deemed ½ hour after the final bell of the day.
- The Food Services Department will provide the Expanded Learning Program (also known as the After-school Program) a reimbursable snack Monday - Friday.
- The Food Service Director will be responsible for communicating guideline information to parents, students, and employees. This will help to ensure compliance of those guidelines.

## **NUTRITION EDUCATION**

- Nutrition education shall be integrated into other areas of curriculum such as math, science, language arts and social studies. School staff will ensure that the nutrition standards from the California State Board of Education compliance guidelines.
- The staff responsible for nutrition education will be adequately prepared and participate regularly in professional development activities to effectively deliver the nutrition education program.
  - ❖ Nutrition information will be available for foods served in the cafeteria.
  - ❖ The Child Nutrition Program will serve as a resource to provide teachers, students and parents the information needed to make healthy choices.
  - ❖ Cafeteria displays will help remind students of healthy, nutritional food choices.
  - ❖ Monthly menus of planned school meals will be published on the district's website and available in the office.
  - ❖ Students will be encouraged by the school personnel to begin each day with a nutritious compliant breakfast, and continue with healthy food choices throughout the day.

## Health Course of Study Nutrition Guidelines

<b>Grade Level</b>	<b>Standard</b>
Pre &K	Identify the characteristics of foods in the food guide pyramid/healthy eating plate. Examples: taste, smell, color, texture
1.	Recognize the food groups from the pyramid guide or healthy eating plate
2.	Identify the number of daily required servings from each of the food groups on the Food Guide Pyramid.
3.	Identify the nutrients in the specific foods. Examples: proteins and fats in meats, carbohydrates and vitamins in vegetables. Apply information from food labels to healthy eating practices, Examples: selecting a low-fat snack, planning a healthy meal.
4.	Explain the relationship between proper nutrition and good health. Example: health benefits of following national dietary guidelines, impact of saturated and unsaturated dietary fats on the body, health impact of minimizing intake sweets.
5.	Identify the percentage of fat, protein, and carbohydrates needed in daily caloric intake. Examples: determining personal intake of calories, analyzing food labels or menus.
6.	Distinguish between healthy and unhealthy dietary patterns. Examples: over-or under-eating versus eating a balanced diet.
7.	Select healthy meals from sample menus in school and community settings.
8.	Assess the consequences of poor nutrition/eating habits. Examples: eating versus skipping breakfast. Increased risk for heart disease, obesity, cancer, disability, fatigue and increased asthma related trouble.

## **STUDENT HEALTH AND WELLNESS**

### Prevention

- Resources and materials will be provided in the school and classroom to practice sanitary habits to prevent illness.
- The school will be monitored on a regular basis to insure a safe and healthy environment.
- Staff will be provided annual training on specific student accommodations and safety precautions.

### Supplementation of Health Care Plans

- Health Clerk will be given sufficient time to be available to students, parents, teachers and other care givers during the school day.

- The Individual Health Plan or Individual Education Plan will reflect information on students who require support services
- The school will provide and support preventive measures such as Physical Fitness testing, Vision Screening, Hearing Test, Dental Health Screening, Age appropriate Hygiene and Growth Development information.
- The school will comply with all federal, state and local immunization guidelines.

### Coordination of Resources

- Certified school councilors and nurse will be available upon request and approval of the Superintendent/Principal.
- Medi-Cal/Healthy Families contact information, available Programs/resources and local organizations and clinics will be available to all families and community members.
- Professional development will be provided connecting staff with community resources where appropriate.

### **PHYSICAL ACTIVITY**

Physical activity will be integrated across curricula and throughout the school day. Suggested activities may include walking program challenge within recess time allotment for students and staff

- Time allotted for physical activity will be consistent with state standards. National research will be considered in planning school activities and parent education.
- Technology in the physical education setting will be increased to enhance learning and to promote fitness.
- Physical education includes the instruction of individual activities as well as competitive and non-competitive team sports to encourage life-long physical activity. Activities that increase awareness of the need for physical activity, prevention of disease and wellness will be promoted.
- Adequate equipment will be available for all students to participate in physical education. Physical activity, facilities on school grounds will be safe.
- The school will provide a physical and social environment that encourages safe and enjoyable activity for all students, including those who are not athletically gifted.
- Information will be provided to families and community members to help them incorporate physical activity into their student's lives, such as family nature/wild life walks at local parks, water and bicycle safety.

### **OTHER SCHOOL BASED ACTIVITIES**

- Physical activity and the formation of healthy habits will be promoted in after-school programs.
- All school-based activities will follow local wellness guidelines.
- Support for health of all students will be demonstrated by hosting health screenings, and helping to enroll eligible children with MediCal/Healthy Families health insurance program.
- Guidelines for celebrations, snacks and fundraisers will follow California State Board of Education requirements. The school Superintendent, CBO, and Food Service Director will be

responsible for communicating guideline information to parents, students and employees, and for compliance of the guidelines.

- Parents bringing treats to share in a classroom can only bring store bought, packaged items.

## WELLNESS POLICY REVIEW

Palermo Union Elementary School District, School Wellness Policy **and the goals** is to be reviewed yearly by the Wellness Committee in the spring. Changes may be submitted to the Board to be implemented in the coming school year.

“A Student Wellness Policy Implementation Monitoring Report” will be completed by the Wellness Committee and submitted to the Board for review every two years, starting 2018, with the Next full review: 2020.

**Starting in the February of 2020 the Wellness Policy Assessment will be disrupted to all staff members of the PUSD. Once collected the data will be reviewed by the committee to be used in setting the procedure and goals for the full review in Spring of 2020**

### Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.