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An Equal Opportunity Employer

REGULAR BOARD MEETING AGENDA

June 12, 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].

7. Tell Me Something Good | Site & Student Recognition

Maintenance, Operations & Transportation

While much can be said about the dynamic duo of Jon Smith and Tony Juarez, I want to commend their outstanding work in getting the phone system upgrade off the ground and across the finish line. Both of them accepted the task and worked tirelessly gathering the information for multiple upgrade options, design, and costs. The new system will serve us well for many years. Whether it's this project or others, such as the alarm and camera systems and yes, computers as well, Jon and Tony have demonstrated their willingness to do the research, evaluate the products and recommend the best solution for the district. But wait, there's more...they also install all of the above and provide the technical support needed in the future. PUESD is fortunate to have them!

Preschool Programs

The PUESD Preschool Programs had a great year with a total enrollment of 124 preschoolers and 8 toddlers. During the year, 76 students transitioned to other educational levels: 32 moved from PUESD Preschool to TK, 31 to Kindergarten, 3 to TK in other districts, and 2 to Kindergarten in other districts. Additionally, 7 toddlers transitioned to PUESD Preschool, while 1 moved to another district. For the 2024-2025 school year, 57 students will be returning to the toddlers or preschool programs. Many thanks to the numerous individuals in PUESD who contribute and collaborate to make our early learning programs successful.

Helen Wilcox School

Winding down the school year at Helen Wilcox is fun! First and third grade students went on separate trips to the State Theater to watch movies, take a backstage tour, and listen to the organ play. First grade students went to the Chico Children's Museum and came back tired, but very excited from the experience – parents noted that it was fantastic to see imaginations blossoming throughout the play areas. Third grade visited the Silver Dollar Fair and had a great time with the animals, and seeing siblings and teachers. TK and Kindergarten held their carnival with lots of fun, games, and snacks to be had – thank you teachers, staff, and loved ones who helped make it all possible. Second grade went bowling and also enjoyed a picnic lunch at Durham Park. To reward our students for good behavior and attendance, we had snow cones and a visit from an amazing magician. Restoration work continues on Room 9, as fencing is up and work has begun on the two new classrooms being built this summer. We are excited to see it begin! Throughout the school year we have worked to Strive for Five days of attendance each week. Our attendance rate is 92.5% through the end of May, this is up slightly from 91.1% last year. Finally, we have a bell students ring when they meet a goal – it has been ringing lately and we love that sound!

Palermo Middle School

Palermo Middle had a lot of great activities and memories for our students to make these last few weeks of school. 8th grade graduates celebrated their success at Sunsplash, students with 100% attendance enjoyed a day of miniature golf and In-N-Out in Chico, 6th-8th Grade ACE trips celebrated our 4.0 students, and the Forebay was a successful trip for all the grade levels. On June 6th, despite the heat, we held a beautiful graduation ceremony. It takes a village to plan a graduation! Thank you to Carlos and our amazing maintenance team for all of their support in the plan and preparation of the event, and a special thank you to Donna for working tirelessly to ensure our Bulldogs' awards, diplomas, and programs were prepared for the big day. Our 8th grade team did an excellent job preparing the details for the event throughout the year to thoroughly celebrate our Bulldogs' accomplishments. Our teachers and staff have all worked hard this year...Happy Summer Break to everyone!

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 Regular Board Meeting on May 22, 2024
- b. Warrants of May 1, 2024 through May 31, 2024, 289481-292148, for the amount of \$427,846.98, Funds 01, 12, 13, 25, 40.
- c. Surplus & Obsolete Requests

Request for approval to declare the listed equipment and District property as surplus/obsolete and direct the Superintendent to dispose of these items in accordance with the appropriate methods outlined in Education Code Sections 60500-01, 60510-11, 60520-21, 60530, and Board Policy 3270. Disposal methods may include discarding items at the local dump or donating them to a charitable organization, as the value of the property does not justify the cost of sale. All items listed are valued at less than \$2,500.

Reports

- d. Events Calendar

Please Note: The Special Board Meeting previously scheduled for May 29, 2024, was canceled.

REFERENCE #1

- e. Enrollment Report | Month Ten

REFERENCE #2

- f. Staff Development Report | May 2024

REFERENCE #3

- g. Palermo Account Ledger | March 30, 2024 – April 30, 2024

REFERENCE #4

- h. Donation from SacAnime, LLC of autographed framed prints with an estimated value of \$600.00 to Helen Wilcox School.

- i. Donation from the Montez Family of autographed framed prints with an estimated value of \$500.00 to Helen Wilcox School.

- j. Donation from the Avila Family of \$100.00 to Palermo Middle School to go towards the Sydney Avila Remembrance Award.

- k. Donation from the Palermo Community Council of \$250.00 to Palermo Middle School to go towards graduation expenses.

- l. Donation from Mooretown Rancheria of a \$400.00 Home Depot gift card to Golden Hills School to assist with garden repairs.

CONSENT AGENDA APPROVAL

ACTION____MOTION____SECOND____VOTE____

9. ITEMS REMOVED FROM CONSENT AGENDA

a. ACTION____MOTION____SECOND____VOTE____

b. ACTION____MOTION____SECOND____VOTE____

10. Staff Reports/Business Items

- a. It is recommended the Declaration of Need for Fully Qualified Educators for the 2024-2025 academic year be approved.

REFERENCE #5

ACTION____MOTION____SECOND____VOTE____

- b. It is recommended the Annual Statement of Need for 30-day substitute and designated subjects career technical education 30-day substitute teaching permits be approved.

REFERENCE #6

ACTION____MOTION____SECOND____VOTE____

- c. It is recommended the contract between Palermo Union Elementary School District and Advantage Therapy Services, Inc. for a licensed speech-language pathologist to provide speech-language services, effective July 1, 2024 to June 30, 2025 be approved.

REFERENCE #7

ACTION____MOTION____SECOND____VOTE____

- d. It is recommended the agreement between Palermo Union Elementary School District and E Center Child Development Programs to collaborate in providing services to preschool children with disabilities in the least restrictive educational environment, effective until May 31, 2027, be approved.

REFERENCE #8

ACTION____MOTION____SECOND____VOTE____

- e. It is recommended the agreement between Palermo Union Elementary School District and Positive Behavior Supports Corporation for individual client and school support on an as-needed basis, effective July 1, 2024 to June 30, 2025, be approved.

REFERENCE #9

ACTION____MOTION____SECOND____VOTE____

Staff Reports/Business Items (continued)

- f. It is recommended that Palermo Union Elementary School District's membership in the National Purchasing Partners Government Division (NPPGov), allowing duly authorized agents to work with qualified vendor(s) to develop proposals for procurement of products through the NPPGov contracts, be approved.

ACTION____MOTION____SECOND____VOTE____

- g. It is recommended the purchase agreement with Park Associates Inc. d/b/a Park Planet , in the amount of \$122,561.87, for procuring a shade structure pursuant to the terms and conditions of a National Purchasing Partners Government Division (NPPGov) contract, be approved (Funding Source: ELOP).

ACTION____MOTION____SECOND____VOTE____

- h. It is recommended the contract between Palermo Union Elementary School District and TECHNICON Engineering Services Inc., in the amount of \$1,375.00, for materials testing and inspection services for the shade structure to be constructed at Golden Hills Elementary School, be approved (Funding Source: Fund 40/ELOP/ESSER).

REFERENCE #10

ACTION____MOTION____SECOND____VOTE____

- i. It is recommended that Board Resolution No. 24-09, which pertains to the declaration of an emergency necessitating contract for repairs, alterations, work or improvement without advertising for or inviting bids, be approved.

REFERENCE #11

ACTION____MOTION____SECOND____VOTE____

- j. It is recommended the commercial improvement agreement between Palermo Union Elementary School District and Bridges Construction Inc., in the amount of \$100,000.00, for repairs at Helen Wilcox Elementary School due to storm damage, be approved (Funding Source: Property Insurance Proceeds).

REFERENCE #12

ACTION____MOTION____SECOND____VOTE____

- k. It is recommended that Board Resolution No. 24-10, which authorizes the application to the State Water Resources Control Board for a California Expedited Drinking Water Grant to construct the Honcut School Water System Improvement Project and delegates authority to enter into the related grant agreement, be approved.

REFERENCE #13

ACTION____MOTION____SECOND____VOTE____

Staff Reports/Business Items (continued)

- l. Notification from Mary Sakuma, Butte County Superintendent of Schools, regarding the Consolidation of Governing Board Member Elections.

REFERENCE #14

- m. It is recommended that Board Resolution No. 24-11, regarding the costs of candidates' statements for the Consolidated General Election on November 5, 2024, pursuant to Elections Code Section 13307 – 133307.5, be approved.

REFERENCE #15

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- n. It is recommended that Board Resolution No. 24-12, which specifies the order of the regular biennial election of Governing Board members for the Consolidated General Election on November 5, 2024, pursuant to Education Code Section 5000, 5018, 5304 and 5322, be approved.

REFERENCE #16

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- o. It is recommended that Board Resolution No. 24-13, which establishes the procedure for handling tie votes between candidates elected to the Governing Board during the Consolidated General Election on November 5, 2024, pursuant to Education Code Section 5304 and 5016, be approved.

REFERENCE #17

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- p. It is recommended that the Palermo Union Elementary School District's Workplace Violence Prevention Plan, designed to address and proactively mitigate workplace violence in accordance with California Senate Bill 553, be approved.

REFERENCE #18

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- q. It is recommended the agreement between Palermo Union Elementary School District and Dannis Woliver Kelley (DWK) for legal representation and services from July 1, 2024, through June 30, 2026, be approved.

REFERENCE #19

ACTION _____ MOTION _____ SECOND _____ VOTE _____

Staff Reports/Business Items (continued)

r. It is recommended that the following ELOP Administrative Stipends be approved.

- Summer School Director - \$17,000
- Summer School Principal - \$15,000

ACTION_____MOTION_____SECOND_____VOTE_____

s. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.

t. 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 and Administrative Regulations are 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. It is recommended that revised Board Policy 4140 4240 - Bargaining Units, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

b. It is recommended that revised Administrative Regulation 4141.6 4241.6 - Concerted Action/Work Stoppage, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

c. It is recommended that revised Board Policy 4141.6 4241.6 - Concerted Action/Work Stoppage, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

d. It is recommend that revised Board Policy 4143 4243 - Negotiation/Consultation, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

e. It is recommended that revised Administrative Regulation 4144 4244 4344 - Complaints, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

Board Policies & Administrative Regulations (continued)

- f. It is recommended that revised Board Policy 4144 4244 4344 - Complaints, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- g. It is recommended that revised Administrative Regulation 4157 4257 4357 - Employee Safety, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- h. It is recommend that revised Board Policy 4157 4257 4357 - Employee Safety, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- i. It is recommended that revised Administrative Regulation 4157.1 4257.1 4357.1 - Work Related Injuries, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- j. It is recommended that revised Administrative Regulation 4157.2 4257.2 4357.2 - Ergonomics, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- k. It is recommended that revised Administrative Regulation 4158 4258 4358 - Employee Security, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- l. It is recommended that revised Board Policy 4158 4258 4358 - Employee Security, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

12. Correspondence

13. Superintendent's Reports

- a. CSBA's 2024 Annual Education Conference and Trade Show.

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.

OPEN SESSION (Time_____)

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

15. Action on Stipulated Agreement Case No. 06/06/2011, ID No. 251157:

a. Action No. 1 | Finding of Fact

ACTION_____MOTION_____SECOND_____VOTE_____

b. Action No. 2 | Action of Pending Stipulated Agreement

ACTION_____MOTION_____SECOND_____VOTE_____

16. Expungement of the Expulsion Record for the following students who have fulfilled all graduation requirements:

- Student No. 10/22/2009, ID No. 231236
- Student No. 09/01/2010, ID No. 241061
- Student No. 02/12/2010, ID No. 241035
- Student No. 10/25/2009, ID No. 241028

ACTION_____MOTION_____SECOND_____VOTE_____

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

Certificated

- a. Sienna Sordillo, Certificated Teacher, Helen Wilcox, Column II, Step 3, request to hire as a Transitional Kindergarten Teacher effective August 5, 2024.
- b. Tracie Applegate, Certificated Substitute, Districtwide, request to hire as certificated substitute effective August 8, 2024.

Classified

- c. Dakota Jimenez, Substitute Van Driver, Transportation Department, request to be added to district substitute list effective May 22, 2024.
- d. Laura Krantz, Instructional Aide, Helen Wilcox School, request to amend contract from 27.5 hours per week to 14.0 hours per week effective August 6, 2024.

Personnel | Recommendation: Approval (continued)

Resignation/Retirement

- e. Breanna Borja, Instructional Aide, Palermo Middle School, request to amend resignation date from May 29, 2024 to May 17, 2024.
- f. Haley Jackson, Instructional Aide, Helen Wilcox School, resignation effective June 8, 2024.
- g. Jana Griswold, Bus Driver, Transportation Department, retirement effective July 31, 2024.

ACTION____MOTION____SECOND____VOTE____

ADJOURNMENT (Time____)

Palermo Union Elementary School District
Regular Board Meeting Minutes
May 22, 2024
District Office Boardroom
7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

1. Vice President, Cody Nissen, called the meeting to order at 5:01 p.m., and welcomed those in attendance.
2. Vice President, Cody Nissen, led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Cody Nissen, Justin Younger and Kimberly Tyler. Debbie Hoffman and Mark McClarren were absent.

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

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

Helen Wilcox School

Helen Wilcox has been busy lately! First, we're thrilled to announce the arrival of our new table umbrellas in the play areas – not only are they beautiful additions, but they're proving to be incredibly useful. In addition to this, Room 9 is currently undergoing repairs due to roofing and water damage from a recent storm – we're eagerly anticipating its completion so we can reclaim that space. On the development front, surveying and soil assessments are underway for the new classrooms planned for the east side of campus. The Special Olympics held at Harrison Stadium provided a fantastic opportunity for our students to shine! Their enthusiastic participation made it a day to remember – we extend our gratitude to the Helen Wilcox Resource Learning Team and all the parents who contributed to its success. Recently, the Learning Center proudly recognized the growth

Tell Me Something Good | Site & Student Recognition (continued)

of three of our students at the annual Butte County SELPA Community Advisory Committee awards dinner. Congratulations to Candelario, Damian, and David, and a big shoutout to the entire team for their efforts. Our TK students enjoyed a trip to Book's Farm, where they not only learned about the animals but also had the joy of petting them. Our inaugural Donuts for Grown Ups event for Mother's and Father's Day was a resounding success, drawing in a fabulous turnout. Mrs. Leonard's class achieved an impressive 6-day streak of perfect attendance during testing – way to Strive for Five! Speaking of testing season, our third graders have been working diligently, supported by heartwarming gestures from our Kindergarteners, 1st, and 2nd graders who made posters, wrote notes, brought snacks, and even created encouraging videos to uplift and motivate them. Way to be Wildcats!

Golden Hills School

Golden Hills Eagles have been busy! Both grade levels have recently enjoyed exciting field trips. Our fourth graders have been engaged in participating in Gold Nugget Days and preparing for their performance of the *Gold Dust or Bust* play. Our Girls on the Run team finished their season with a 5k, while our soccer team had an outstanding season, going undefeated and beating Ophir School in the playoffs! We also celebrated a fantastic Staff Appreciation Week. The PTG organized a wonderful initiative, asking families to stock the staff room with drinks and snacks all week to spoil our staff. Additionally, our Student Advisory Club successfully led a rally to kick off testing season. We've just wrapped up CAASPP testing, and we would like to extend a huge shoutout to all our staff for maintaining such a positive atmosphere at Golden Hills during this busy time!

8. **Consent Agenda**

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

Action Items

- a. Minutes of the May 8, 2024 Regular Board Meeting.
- b. Surplus & Obsolete Requests

Obsolete Inventory

- *Fireworks, Picnics & Flags*, Houghton Mifflin, 1983
- *If You Lived at the Time of the American Revolution*, Scholastic, 1977
- *American Revolution*, Franklin Watts, 1956
- *A Convention of Delegates*, Macmillan, 1987
- *The Bell That Rang for Freedom*, Clarke, Irwin & Co., 1965
- *Going to School in 1770*, Macmillan, 1973
- *Lexington, Concord & Bunker Hill*, American Heritage, 1963
- *Battle of Yorktown*, American Heritage, 1986
- *The Winter at Valley Forge*, Random House, 1953

Consent Agenda (continued)

- *The American Revolution*, Random House, 1958
- *The Shoemakers*, Random House, 1967
- *Colonial Life in America*, Holt, Rinehart & Winston, 1962
- *Getting to Know Jamestown*, Longman Canada Limited, 1971
- *N.C. Wyeth's Pilgrims*, Random House, 1991
- *Colonial Living*, Nelson, Foster & Scott Limited, 1957
- *Common Sense*, Penguin Books, 1984
- *New Amsterdam: Old Holland in the New World*, Garrard Publishing, 1967
- *The Pilgrim and Plymouth Colony*, American Heritage Publishing Co., 1967
- *Discoverers of the New World*, American Heritage Publishing Co. 1960
- *The Pilgrims of Plymouth*, Franklin Watts, 1972
- *The Hatters*, Franklin Watts, 1965
- *The School Master*, Franklin Watts, 1967
- *Place and Time: A New Atlas of American History*, Houghton Mifflin, 2001
- *Journey in Time: A New Atlas of American History*, Houghton Mifflin, 2001
- *The Time Tavern at the Ferry*, Thomas Crowell Co., 1973
- *Colonial Craftsman and the Beginning of American Industry*, The World Publishing Co., 1965, 2 copies

Reports

c. Events Calendar

Please Note: The Board Meeting previously scheduled for June 19, 2024, has been rescheduled to June 20, 2024, in observance of the Juneteenth Holiday.

d. Districtwide Discipline Report | April 2024

e. Enrollment Report | Month Nine

f. New library books for Golden Hills School are presented for information and 30-day review.

g. Donation from Yaqueline Rodriguez of books with an estimated value of \$100 to Helen Wilcox School.

9. Items Removed from the Consent Agenda

There were no items removed from the Consent Agenda.

10. **Staff Reports/Business Items**

a. Kimberly Butcher, Director of Preschool Programs, presented a comprehensive report on the Preschool/Toddler Program's self-evaluations for the California Department of Education (CDE) and the California Department of Social Services (CDSS). Additionally, she briefed the Board on the program's monitoring tools, parent survey results, and collective goals for the upcoming 2024-2025 school year.

Staff Reports/Business Items (continued)

- b. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Instructional Coach Institute: Maximizing Your Effectiveness as an Instructional Coach training for two staff members in Galveston, Texas on June 10-12, 2024 at an estimated cost of \$5,000 be approved (Funding Source: Educator Effectiveness Grant/MTSS Grant). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- c. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that the Big Sky Literacy Summit for one staff member in Big Sky, Montana on August 1-3, 2024 at an estimated cost of \$1,812 be approved (Funding Source: Educator Effectiveness Grant). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- d. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Palermo Union Elementary School District's 2024-2025 Administrative Calendar be approved. Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- e. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Contracts between Palermo Union Elementary School District and NV5 Global, Inc. to provide construction quality assurance services related to the relocatable building projects at the following sites be approved (Funding Source: Fund 40/ELOP/ESSER). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
 - 1) Two new classroom modular buildings at Helen Wilcox Elementary School | Cost not to exceed: \$16,868
 - 2) Three new classroom modular buildings and shade structure at Golden Hills Elementary School | Cost not to exceed: \$15,727
 - 3) Two new classroom modular buildings at Palermo Middle School | Cost not to exceed: \$16,868
 - 4) Ag. Greenhouse at Palermo Middle School | Cost not to exceed: \$8,766
- f. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Contract between Palermo Union Elementary School District and Ray Palma of RP Venture Group, Inc. to provide DSA inspection services related to the relocatable building projects at the following sites, in an amount to not exceed \$37,000 be approved (Funding Source: Fund 40/ELOP/ESSER). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
 - 1) Two new classroom modular buildings at Helen Wilcox Elementary School
 - 2) Three new classroom modular buildings and shade structure at Golden Hills Elementary School
 - 3) Two new classroom modular buildings at Palermo Middle School
 - 4) Ag. Greenhouse at Palermo Middle School

Staff Reports/Business Items (continued)

- g. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Contracts between Palermo Union Elementary School District and the North American Technical Services (NATS) to perform DSA in-plant inspection services related to the relocatable building projects at the following sites be approved (Funding Source: Fund 40/ELOP/ESSER). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
 - 1) Two new classroom modular buildings at Helen Wilcox Elementary School | Cost: \$10,200
 - 2) Three new classroom modular buildings at Golden Hills Elementary School | Cost: \$12,200
 - 3) Two new classroom modular buildings at Palermo Middle School | Cost: \$10,500
- h. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Palermo Union Elementary School District's Expanded Learning Opportunities Plan, in conjunction with the Butte County Office of Education, be approved. Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- i. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Agreement between Palermo Union Elementary School District and the Butte County Office of Education in the amount of \$304,480 for Expanded Learning and Summer Enrichment Programs, to commence July 1, 2024 and continue until June 30, 2025, be approved. Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- j. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and Thermalito Union Elementary School District for mutual cooperation between Community Day School (CDS) Programs for the 2024-2025 academic year be approved. Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- k. First reading and review of the Palermo Union Elementary School District's Workplace Violence Prevention Plan.
- l. There were no comments from the California School Employees Association, Bargaining Unit 366.
- m. There were no comments from the Palermo Teachers association Bargaining Unit (PTA/CTA/NEA).

11. Board Policies & Administrative Regulations

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

Board Policies & Administrative Regulations (continued)

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

- a. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4119.24 4219.24 4319.24 - Maintaining Appropriate Adult/Student Interactions, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- b. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Administrative Regulation 4119.25 4219.25 4319.25 - Political Activities of Employees, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- c. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4119.41 4219.41 4319.41 - Employee with Infectious Disease, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- d. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Administrative Regulation 4119.42 4219.42 4319.24 - Exposure Plan for Bloodborne Pathogens, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- e. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4119.42 4219.42 4319.42 - Exposure Control Plan for Bloodborne Pathogens, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- f. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that Exhibit 4119.42 4219.42 4319.42 - Exposure Control Plan for Bloodborne Pathogens, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- g. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Administrative Regulation 4119.43 4219.43 4319.43 - Universal Precautions, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

Board Policies & Administrative Regulations (continued)

- h. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4119.43 4219.43 4319.43 - Universal Precautions, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- i. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Administrative Regulation 4121 - Temporary/Substitute Personnel, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- j. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4131 - Staff Development, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- k. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4131.1 - Teacher Support & Guidance, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.
- l. A motion was made by Justin Younger, seconded by Kimberly Tyler, recommending that revised Board Policy 4132 4232 4332 - Publication or Creation of Materials, be approved (second and final reading). Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

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

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

- a. Board Policy 4140 4240 - Bargaining Units
- b. Administrative Regulation 4141.6 4241.6 - Concerted Action/Work Stoppage
- c. Board Policy 4141.6 4241.6 - Concerted Action/Work Stoppage
- d. Board Policy 4143 4243 - Negotiation/Consultation
- e. Administrative Regulation - 4144 4244 4344 - Complaints
- f. Board Policy 4144 4244 4344 - Complaints
- g. Administrative Regulation 4157 4257 4357 - Employee Safety

Board Policies & Administrative Regulations (continued)

- h. Board Policy 4157 4257 4357 - Employee Safety
- i. Administrative Regulation 4157.1 4257.1 4357.1 - Work Related Injuries
- j. Administrative Regulation 4157.2 4257.2 4357.2 - Ergonomics
- k. Administrative Regulation 4158 4258 4358 - Employee Security
- l. Board Policy 4158 4258 4358 - Employee Security

12. Correspondence

None.

13. Superintendent's Reports

None.

14. Board Items

None.

CLOSED SESSION

The Board recessed into Closed Session at 5:56 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 6:06 p.m.

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

None.

ACTION ITEMS

15. Action on Stipulated Agreement Case No. 04/14/2011, ID No. 251987

a. Action No. 1 | Finding of Fact

A motion was made by Justin Younger, seconded by Kimberly Tyler, that Student No. 04/14/2011, ID No. 251987 did in fact violate Education Code Section 48900:

(i) *Committed an obscene act or engaged in habitual profanity or vulgarity.*

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

b. Action No. 2 | Action of Pending Stipulated Agreement

A motion was made by Justin Younger, seconded by Kimberly Tyler, to suspend implementation of the expulsion of Student No. 04/14/2011, ID No. 251987 through the end of the 2023-2024 school year and the first trimester of the 2024-2025 school year, and further recommended the following behavioral plan:

- (1) The student attend at least ten (10) counseling sessions with a District credentialed school counselor at the site that may include, but is not limited to social, academic, life skills, study/school skills, or other opportunities. District and site will facilitate scheduling of counseling sessions and provide parent and student the schedule.
- (2) The student shall maintain good attendance.
- (3) The student shall participate in community service projects as arranged by the Palermo Community Day School.
- (4) The student shall not violate the Student Conduct Code found in the District’s Policies and Student Handbook; to be provided by the District as indicated above, or applicable provisions of the California Education Code Section 48900 et seq.
- (5) The student shall not be on any school campus in the District during the term of the expulsion and this agreement.
- (6) If during the period of the suspended expulsion the student is found to have committed any of the acts listed in California Education Code Section 48915 or 48900, the student’s expulsion may be reimposed.

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

16. Action on Stipulated Agreement Case No. 11/20/2010, ID No. 251167

a. Action No. 1 | Finding of Fact

A motion was made by Justin Younger, seconded by Kimberly Tyler, that Student No. 11/20/2010, ID No. 251167 did in fact violate Education Code Section 48900:

Action Items (continued)

(i) *Committed an obscene act or engaged in habitual profanity or vulgarity.*

(r) *Engaged in an act of bullying.*

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

b. Action No. 2 | Action of Pending Stipulated Agreement

A motion was made by Justin Younger, seconded by Kimberly Tyler, to suspend implementation of the expulsion of Student No. 11/20/2010, ID No. 251167 through the end of the 2023-2024 school year and the first trimester of the 2024-2025 school year, and further recommended the following behavioral plan:

(1) The student attend at least ten (10) counseling sessions with a District credentialed school counselor that may include, but is not limited to social, academic, life skills, study/school skills, or other opportunities. District and site will facilitate scheduling of counseling sessions and provide parent and student the schedule.

(2) The student shall maintain good attendance.

(3) The student shall participate in community service projects as arranged by the Palermo Community Day School.

(4) The student shall not violate the Student Conduct Code found in the District's Policies and Student Handbook; to be provided by the District as indicated above, or applicable provisions of the California Education Code Section 48900 et seq.

(5) The student shall not be on any school campus in the District during the term of the expulsion and this agreement.

(6) If during the period of the suspended expulsion the student is found to have committed any of the acts listed in California Education Code Section 48915 or 48900, the student's expulsion may be reimposed.

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

17. Action on Stipulated Agreement Case No 10/06/2013, ID No. 11677

a. Action No. 1 | Finding of Fact

A motion was made by Justin Younger, seconded by Kimberly Tyler, that Student No. 10/06/2013, ID No. 11677 did in fact violate Education Code Section 48900:

(m) *Possessed an imitation firearm.*

Action Items (continued)

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

b. Action No. 2 | Action Pending Stipulated Agreement

A motion was made by Justin Younger, seconded by Kimberly Tyler, to suspend implementation of the expulsion of Student No. 10/06/2013, ID No. 11677 through the end of the 2023-2024 school year, and further recommended the following behavioral plan:

- (1) The student attend at least four (4) counseling sessions with a District credentialed school counselor that may include, but is not limited to social, academic, life skills, study/school skills, or other opportunities. District and site will facilitate scheduling of counseling sessions and provide parent and student the schedule.
- (2) The student shall maintain good attendance.
- (3) The student shall participate in community service projects as arranged by the Palermo Community Day School.
- (4) The student shall not violate the Student Conduct Code found in the District's Policies and Student Handbook; to be provided by the District as indicated above, or applicable provisions of the California Education Code Section 48900 et seq.
- (5) The student shall not be on any school campus in the District during the term of the expulsion and this agreement.
- (6) If during the period of the suspended expulsion the student is found to have committed any of the acts listed in California Education Code Section 48915 or 48900, the student's expulsion may be reinstated.

Cody Nissen, Justin Younger and Kimberly Tyler voted aye. Motion unanimously carried. Debbie Hoffman and Mark McClarren were absent.

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

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

Certificated

- a. Sean Miller, Certificated Substitute, Districtwide, request to hire as a Certificated Substitute effective May 6, 2024.

Personnel | Recommendation: Approval (continued)

- b. Misty Rayome, Certificated Art Teacher, Palermo Middle School, Column I, Step 3, request to hire as a Certificated Teacher effective August 5, 2024.
- c. Aimee Maynard, Certificated Ag. Teacher, Palermo Middle School, Column III, Step 7, request to hire as a Certificated Teacher effective August 5, 2024.

Resignation

- d. Breanna Borja, Instructional Aide, Palermo Middle School, resignation effective May 29, 2024.

ADJOURNMENT

Vice President, Cody Nissen, declared the meeting adjourned at 6:08 p.m.

Respectfully submitted,



Kathleen Andoe-Nolind
Secretary of the Governing Board

Checks Dated 05/01/2024 through 05/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-289481	05/02/2024	Dudley, Donna E	01-5200		96.48
3005-289482	05/02/2024	Borquez, Victor R	01-4300		41.08
3005-289483	05/02/2024	Ruff, Angela B	01-4300		136.25
3005-289484	05/02/2024	McCoy III, Alfred J	01-4300		86.85
3005-289485	05/02/2024	McCoy, Stefanie C	01-4300		137.70
3005-289486	05/02/2024	Smith, Chelsea L	01-4300		28.55
3005-289487	05/02/2024	Adams, Gina C	01-4300		31.74
3005-289488	05/02/2024	Bidlack, Seth A	01-4300		314.68
3005-289489	05/02/2024	Wright, Jennifer L	01-4300		170.30
3005-289490	05/02/2024	Langford, Christianne L	01-4300		75.58
3005-289491	05/02/2024	PGE CFM/PPC DEPARTMENT	01-6170		921.58
3005-289492	05/02/2024	PACIFIC GAS AND ELECTRIC CO	01-5502		27,444.95
3005-289807	05/07/2024	ACCULARM SECURITY SYSTEMS	01-4300		27.00
3005-289808	05/07/2024	AMAZON FULLFILLMENT SERVICES	01-4300	1,223.29	
			12-4300	1,369.28	2,592.57
3005-289809	05/07/2024	AT&T	01-5900		279.16
3005-289810	05/07/2024	BAKER SUPPLIES & REPAIRS	01-4300		159.77
3005-289811	05/07/2024	BETTER DEAL EXCHANGE	01-4300		6.90
3005-289812	05/07/2024	COMMUNITY PLAYTHINGS	12-4400		4,273.92
3005-289813	05/07/2024	CONSOLIDATED ELECTRICAL DIST	01-4300		338.27
3005-289814	05/07/2024	THE DANIELSEN COMPANY	13-4300	598.89	
			13-4700	6,981.27	7,580.16
3005-289815	05/07/2024	DANNIS WOLIVER KELLEY	01-5830		5,224.00
3005-289816	05/07/2024	DAWSON OIL	01-4309		1,136.97
3005-289817	05/07/2024	EAGLE ARCHITECTS	01-6210		23,270.00
3005-289818	05/07/2024	MJB WELDING SUPPLY INC	01-4300		36.00
3005-289819	05/07/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		4,539.36
3005-289820	05/07/2024	PRODUCERS DAIRY FOODS	13-4700		2,638.09
3005-289821	05/07/2024	RALEYS - IN STORE CHARGE	01-4300		145.50
3005-289822	05/07/2024	HD SUPPLY/HOME DEPOT PRO	01-4300		227.11
3005-289823	05/07/2024	SYSCO FOOD SVCS OF SACRAMENTO	13-4300		954.47
3005-289824	05/07/2024	VERIZON WIRELESS SERVICES	01-5900		363.57
3005-290749	05/16/2024	DONOVAN PEARCE	01-5800		182.24
3005-290750	05/16/2024	Perez, Sandra E	01-5200		222.54
3005-290751	05/16/2024	Cueba, Connie	01-5200	2,058.38	
			13-4700	62.58	2,120.96
3005-290752	05/16/2024	Baker, Lisa R	01-4300		70.22
3005-290753	05/16/2024	Solano, Kimberly A	01-4300		81.29
3005-290754	05/16/2024	Greathouse, Kelsi L	01-4300		20.00
3005-290755	05/16/2024	Greer, Crystal M	01-5200		238.31
3005-290756	05/16/2024	Sandoval-Cantu, Karina	12-4300		91.44
3005-290757	05/16/2024	Hogue, Rhiannon M	01-5200		857.38
3005-290758	05/16/2024	Wright, Rosalie H	01-4300		198.99
3005-290759	05/16/2024	Langone, Emilee B	01-4300		72.81
3005-290760	05/16/2024	Cherry, Linda	01-8699		399.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 05/01/2024 through 05/31/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-290761	05/16/2024	A BOUNCIN' GOOD TIME	12-4300		260.00
3005-290762	05/16/2024	A Z BUS SALES INC	01-4300		220.51
3005-290763	05/16/2024	ACCESS INFORMATION HOLDINGS	01-5504		124.67
3005-290764	05/16/2024	ACCULARM SECURITY SYSTEMS	01-5600		107.50
3005-290765	05/16/2024	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		13,062.56
3005-290766	05/16/2024	ASPIRE SPEECH THERAPY	01-5800		2,520.00
3005-290767	05/16/2024	AT&T	01-5900		1,155.86
3005-290768	05/16/2024	B&H FOTO REMITTANCE CENTER	12-4300		751.05
3005-290769	05/16/2024	BAKER DISTRIBUTING COMPANY LLC	01-4300		114.64
3005-290770	05/16/2024	BECKERS	12-4300		1,384.28
3005-290771	05/16/2024	BETTER DEAL EXCHANGE	01-4300		313.71
3005-290772	05/16/2024	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		270.00
3005-290773	05/16/2024	CALIFORNIA OCCUPATIONAL MEDICAL PROFESSIONALS	01-5851		80.00
3005-290774	05/16/2024	CDW GOVERNMENT	12-4300		423.64
3005-290775	05/16/2024	CHICO SPEECH LANGUAGE CENTER	01-5800		7,213.00
3005-290776	05/16/2024	CLOVERLEAF FAMILY COUNSELING JULIE TOROK MANGASARIAN	12-5200	900.56	
			12-5800	315.50	1,216.06
3005-290777	05/16/2024	COMMUNITY PLAYTHINGS	12-4300		915.92
3005-290778	05/16/2024	CRESO EQUIPMENT RENTALS ATTN: ACCOUNTS RECEIVABLE	01-4300		391.51
3005-290779	05/16/2024	THE DANIELSEN COMPANY	13-4300	1,668.75	
			13-4700	19,028.09	20,696.84
3005-290780	05/16/2024	DANS ELECTRICAL SUPPLY	01-4300		56.34
3005-290781	05/16/2024	DAWSON OIL	01-4309		2,968.47
3005-290782	05/16/2024	DEPARTMENT OF JUSTICE ACCOUNT OFFICE	01-5853		288.00
3005-290783	05/16/2024	FEATHER RIVER RECREATION AND PARK DISTRICT	01-5810		625.00
3005-290784	05/16/2024	GLOBAL OFFICE	01-4300		158.74
3005-290785	05/16/2024	HERTZ FURNITURE SYSTEMS	01-4300		6,321.80
3005-290786	05/16/2024	INNOVATIVE MECHANICAL SOLUTION	01-4300		757.75
3005-290787	05/16/2024	INTERNATIONAL E-Z UP	01-4300		2,893.61
3005-290788	05/16/2024	KING CONSULTING	01-5800		2,460.00
3005-290789	05/16/2024	MAC GILL DISCOUNT	01-4300		127.13
3005-290790	05/16/2024	OROVILLE MERCURY REGISTER	01-5852	1,176.13	
			25-5800	147.53	1,323.66
3005-290791	05/16/2024	OFFICE DEPOT	01-4300		4,109.84
3005-290792	05/16/2024	OREILLY AUTOMOTIVE STORES INC	01-4335		181.67
3005-290793	05/16/2024	PACE ANALYTICAL	01-5503		405.32
3005-290794	05/16/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	39.63	

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Checks Dated 05/01/2024 through 05/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-290794	05/16/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700	7,948.02	7,987.65
3005-290795	05/16/2024	PRODUCERS DAIRY FOODS	13-4700		3,852.41
3005-290796	05/16/2024	RECOLOGY BUTTE COLUSA COUNTIES	01-5504		1,025.04
3005-290797	05/16/2024	SIMPLE SOLUTIONS LEARNING	01-4300		800.00
3005-290798	05/16/2024	HD SUPPLY/HOME DEPOT PRO	01-4300		293.26
3005-290799	05/16/2024	SYSKO FOOD SVCS OF SACRAMENTO	13-4300	36.47	
			13-4700	369.35	405.82
3005-290800	05/16/2024	THE DISCOVERY SOURCE	12-4300		1,434.86
3005-290801	05/16/2024	T-MOBILE	01-5900		585.80
3005-290802	05/16/2024	WILLYGOAT	12-4300		1,666.61
3005-290803	05/16/2024	Cole, Carol J	01-4300		92.12
3005-290804	05/16/2024	Fox, Cortney A	01-4300		143.76
3005-290805	05/16/2024	Turner, Jamie M	01-4300		165.03
3005-290806	05/16/2024	Borquez, Victor R	01-4300		56.25
3005-290807	05/16/2024	Maturino, Frank L	01-5200		160.80
3005-290808	05/16/2024	Mc Coy Jr, Alfred J	01-4300		388.22
3005-290809	05/16/2024	Furr-Kalpakoff, Janet R	01-4300		483.66
3005-290810	05/16/2024	Beard, Janine M	01-4300		262.54
3005-290811	05/16/2024	McCoy, Stefanie C	01-4300		24.00
3005-290812	05/16/2024	Boucher, Shereen T	01-4300		401.21
3005-290813	05/16/2024	Corkin, Brianna G	01-4300		318.52
3005-290814	05/16/2024	Webb, Caitlin E	01-4300		142.34
3005-290815	05/16/2024	Smith, Chelsea L	01-4300		139.29
3005-290816	05/16/2024	Adams, Gina C	01-4300		64.34
3005-290817	05/16/2024	Sharp, Christopher R	01-4300		632.06
3005-290818	05/16/2024	Walker, Rainbow T	01-4300		7.50
3005-290819	05/16/2024	Smithey, William D	01-4300		52.28
3005-290820	05/16/2024	Greathouse, Kelsi L	01-4300		190.72
3005-290821	05/16/2024	Peters, Anne M	01-4300		27.30
3005-290822	05/16/2024	Gage, Amber M	01-4300		1,025.00
3005-290823	05/16/2024	Thomas, Andrea M	01-4300	114.70	
			01-5200	105.19	219.89
3005-290824	05/16/2024	Langone, Emilee B	01-4300		340.87
3005-290825	05/16/2024	Juarez, Anthony	01-5200		57.62
3005-290826	05/16/2024	Madison, Elizabeth M	01-5200		40.20
3005-291070	05/21/2024	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		9,355.36
3005-291071	05/21/2024	AMAZON FULLFILLMENT SERVICES	01-4300	2,102.18	
			12-4300	855.11	2,957.29
3005-291072	05/21/2024	EVERYCHILD CALIFORNIA	12-5200		129.00
3005-291073	05/21/2024	CHICO CHILDREN'S MUSEUM	01-5810		300.00
3005-291074	05/21/2024	GLITTER BUG FACE PAINTING	12-4300		350.00
3005-291075	05/21/2024	MC COYS TREE SERVICE	40-5800		3,500.00
3005-291076	05/21/2024	OFFICE DEPOT	01-4300		1,704.97

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 05/01/2024 through 05/31/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-291077	05/21/2024	PACE ANALYTICAL	01-5503		1,296.20
3005-291078	05/21/2024	PACIFIC GAS AND ELECTRIC CO	01-5502		3,850.11
3005-291079	05/21/2024	POSITIVE BEHAVIOR SUPPORTS	01-5800		357.50
3005-291080	05/21/2024	HD SUPPLY/HOME DEPOT PRO	01-4300		42.11
3005-291081	05/21/2024	SYSKO FOOD SVCS OF SACRAMENTO	13-4300	527.68	
			13-4700	754.04	1,281.72
3005-291082	05/21/2024	TEHAMA TIRE SERVICE INC	01-4335		2,624.79
3005-291367	05/23/2024	ALYSSA FAIRBANKS	01-4300		75.00
3005-291368	05/23/2024	ALYSSA FAIRBANKS	01-4300		75.00
3005-291369	05/23/2024	ANTONIO SALAZAR SORIA	01-4300		75.00
3005-291370	05/23/2024	AYLA FALSONE	01-4300		75.00
3005-291371	05/23/2024	BRYCEN HARVEY	01-4300		75.00
3005-291372	05/23/2024	CALLISTA KUCZLER	01-4300		75.00
3005-291373	05/23/2024	CALLISTA KUCZLER	01-4300		75.00
3005-291374	05/23/2024	CAMERON CHERRY	01-4300		75.00
3005-291375	05/23/2024	CAMERON CHERRY	01-4300		50.00
3005-291376	05/23/2024	CAMERON CHERRY	01-4300		25.00
3005-291377	05/23/2024	CHARLEE NEAL	01-4300		75.00
3005-291378	05/23/2024	DAMON BRACCIA	01-4300		50.00
3005-291379	05/23/2024	DAMON BRACCIA	01-4300		25.00
3005-291380	05/23/2024	DASH MAPLE	01-4300		75.00
3005-291381	05/23/2024	GABRIELLA RASH ALVAREZ	01-4300		75.00
3005-291382	05/23/2024	GABRIELLA RASH ALVAREZ	01-4300		75.00
3005-291383	05/23/2024	HUNTER SULLIVAN	01-4300		75.00
3005-291384	05/23/2024	HUNTER SULLIVAN	01-4300		75.00
3005-291385	05/23/2024	HWJ CHIM VUE	01-4300		75.00
3005-291386	05/23/2024	HWJ CHIM VUE	01-4300		75.00
3005-291387	05/23/2024	ISZABELLA FOX	01-4300		75.00
3005-291388	05/23/2024	JONATHAN HOUSTON	01-4300		75.00
3005-291389	05/23/2024	JUNE HILL	01-4300		75.00
3005-291390	05/23/2024	JUNE HILL	01-4300		50.00
3005-291391	05/23/2024	JUNE HILL	01-4300		25.00
3005-291392	05/23/2024	KAITLYN MILLER	01-4300		75.00
3005-291393	05/23/2024	KALEIGH DOSHIER MCCLARREN	01-4300		75.00
3005-291394	05/23/2024	KAMRYN SENNA	01-4300		75.00
3005-291395	05/23/2024	KAMRYN SENNA	01-4300		75.00
3005-291396	05/23/2024	KAMRYN SENNA	01-4300		75.00
3005-291397	05/23/2024	KATELYN TERRY	01-4300		75.00
3005-291398	05/23/2024	KATELYN TERRY	01-4300		75.00
3005-291399	05/23/2024	LACEY YANG	01-4300		75.00
3005-291400	05/23/2024	LACEY YANG	01-4300		75.00
3005-291401	05/23/2024	LARISSA WILSON	01-4300		75.00
3005-291402	05/23/2024	LAYCEE DAVY	01-4300		75.00
3005-291403	05/23/2024	LEVI WACHTEL	01-4300		75.00
3005-291404	05/23/2024	LORENA COOK	01-4300		75.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 05/01/2024 through 05/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-291405	05/23/2024	LYRIC DUDLEY	01-4300		200.00
3005-291406	05/23/2024	MAKENZIE HOFFMAN	01-4300		75.00
3005-291407	05/23/2024	MCKAYLA SHIFLETT	01-4300		75.00
3005-291408	05/23/2024	MIYA BEATON	01-4300		75.00
3005-291409	05/23/2024	NATALIE CAMARENA	01-4300		75.00
3005-291410	05/23/2024	NATALIE CAMARENA	01-4300		75.00
3005-291411	05/23/2024	NATHAN HERMAN	01-4300		75.00
3005-291412	05/23/2024	SHYLEA KISER	01-4300		75.00
3005-291413	05/23/2024	SOFIA MEDRANO	01-4300		75.00
3005-291414	05/23/2024	TRISTAN THAO	01-4300		75.00
3005-291415	05/23/2024	WILLIAM SCHEURER IV	01-4300		75.00
3005-291416	05/23/2024	WILLIAM SCHEURER IV	01-4300		75.00
3005-291417	05/23/2024	Blankenship, Donna D	01-5200		79.98
3005-291418	05/23/2024	Dudley, Donna E	01-5200		596.97
3005-291419	05/23/2024	Cueba, Connie	01-5200		280.21
3005-291420	05/23/2024	Tweedt, Rachael M	01-5200		813.12
3005-291421	05/23/2024	Duggins, Jodie R	12-4300		564.74
3005-291422	05/23/2024	Davis, Rebecca L	01-5200		108.12
3005-291423	05/23/2024	Sharp, Christopher R	01-4300		345.51
3005-291424	05/23/2024	Walker, Rainbow T	01-4300		92.79
3005-291425	05/23/2024	Addams, Daylyn	01-4300		46.81
3005-291426	05/23/2024	Smithey, William D	01-4300		76.00
3005-291427	05/23/2024	Greathouse, Kelsi L	01-4300		112.08
3005-291428	05/23/2024	Wright, Rosalie H	01-4300		141.97
3005-291429	05/23/2024	Peters, Anne M	01-4300		83.57
3005-291430	05/23/2024	WEST COAST FIRE & WATER	01-5600		56,101.67
3005-291431	05/23/2024	BRIDGES RESTORATION	01-5600		50,000.00
3005-291432	05/23/2024	Fairbanks, Rebecca A	01-4300		495.10
3005-291433	05/23/2024	Gutierrez, Nancy A	01-4300		410.56
3005-291434	05/23/2024	Leonard, Tracy L	01-4300		154.58
3005-291435	05/23/2024	Perez Fortin, Alicia A	01-4300		63.05
3005-291436	05/23/2024	Davis, Linda A	01-5200		875.98
3005-291437	05/23/2024	Russell, Kristen N	01-5200		690.88
3005-291617	05/28/2024	Jensen, Lynnette M	01-4300		94.67
3005-291618	05/28/2024	Allsup, Christy L	01-4300		82.05
3005-291619	05/28/2024	McCoy III, Alfred J	01-4300		21.02
3005-291620	05/28/2024	Brothers, Victoria L	01-4300		82.05
3005-291621	05/28/2024	Wood, Tami E	01-4300		547.53
3005-291622	05/28/2024	Wright, Jennifer L	01-4300		82.75
3005-291623	05/28/2024	Peters, Anne M	01-4300		63.87
3005-292102	05/30/2024	MAKNZIE HOFFMAN	01-4300		100.00
3005-292103	05/30/2024	95 PERCENT HOLDCO LP	01-5200		1,000.00
3005-292104	05/30/2024	ALL WEST COACHLINES	01-5810		3,574.53
3005-292105	05/30/2024	AMAZON FULLFILLMENT SERVICES	01-4300	1,131.17	
			13-4300	217.00	1,348.17
3005-292106	05/30/2024	BETTER DEAL EXCHANGE	01-4300		88.83

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 05/01/2024 through 05/31/2024					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-292107	05/30/2024	BRIAN SCOTT PRODUCTIONS	01-4300		1,267.50
3005-292108	05/30/2024	THE DANIELSEN COMPANY	13-4300	773.54	
			13-4700	8,508.71	9,282.25
3005-292109	05/30/2024	DAWSON OIL	01-4309		1,374.31
3005-292110	05/30/2024	EAGLE ARCHITECTS	40-6210		3,033.78
3005-292111	05/30/2024	GEARY PACIFIC CORPORATION GEARY PACIFIC SUPPLY	01-4300		107.85
3005-292112	05/30/2024	HOBBS PEST SOLUTIONS INC	01-5505		386.00
3005-292113	05/30/2024	HUBERT COMPANY	13-4400		16,060.87
3005-292114	05/30/2024	PACE SUPPLY	01-4300		85.43
3005-292115	05/30/2024	KW CAGES	01-4300		170.43
3005-292116	05/30/2024	LEGO EDUCATION	01-4300		1,286.57
3005-292117	05/30/2024	MAR/CAL	01-4300		366.27
3005-292118	05/30/2024	METAL WORKS	01-4300		29.40
3005-292119	05/30/2024	MIRCEA DRAGHICESCU	01-4300	187.69	
			Unpaid Tax	12.69-	175.00
3005-292120	05/30/2024	MJB WELDING SUPPLY INC	01-4300		36.00
3005-292121	05/30/2024	ROCHESTER 100 INC	01-4300		402.95
3005-292122	05/30/2024	OFFICE DEPOT	01-4300		214.27
3005-292123	05/30/2024	OREILLY AUTOMOTIVE STORES INC	01-4335		21.44
3005-292124	05/30/2024	PACIFIC GAS AND ELECTRIC CO	01-5502		37,673.30
3005-292125	05/30/2024	PITSCO LLC	01-4300		1,010.57
3005-292126	05/30/2024	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4300	39.63	
			13-4700	4,817.13	4,856.76
3005-292127	05/30/2024	PRODUCERS DAIRY FOODS	13-4700		2,582.02
3005-292128	05/30/2024	S & S ACCT REC	01-4300		893.06
3005-292129	05/30/2024	SHARPS LOCKSMITHIG GARAGE DOOR	01-4300		36.37
3005-292130	05/30/2024	SLAKEY BROTHERS	01-4300		484.22
3005-292131	05/30/2024	STERLING DEARMOND	01-5800		2,400.00
3005-292132	05/30/2024	HD SUPPLY/HOME DEPOT PRO	01-4300		1,702.14
3005-292133	05/30/2024	SYSKO FOOD SVCS OF SACRAMENTO	13-4700		624.17
3005-292134	05/30/2024	W ELECTRIC ENTERPRISES INC	01-5800		2,856.49
3005-292135	05/30/2024	Andoe Nolind, Kathleen L	01-5200		72.36
3005-292136	05/30/2024	Borquez, Victor R	01-4300		93.32
3005-292137	05/30/2024	Ronan, Terra R	01-4300		51.88
3005-292138	05/30/2024	Dailey, Lindsay B	01-4300		601.59
3005-292139	05/30/2024	Tuato'o, Mary	01-4300		225.32
3005-292140	05/30/2024	Gutierrez, Nancy A	01-4300		206.48
3005-292141	05/30/2024	Juarez, Rosalba	12-4300		48.31
3005-292142	05/30/2024	Hartman, Annemarie	01-4300		110.80
3005-292143	05/30/2024	Sandoval-Cantu, Karina	12-4300		259.71
3005-292144	05/30/2024	Russell, Kristen N	01-4300		198.97
3005-292145	05/30/2024	Brenner, Sarah H	01-4300		103.88
3005-292146	05/30/2024	Langone, Emilee B	01-4300		207.66

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



Checks Dated 05/01/2024 through 05/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-292147	05/30/2024	Harvey, Rebecca M	01-4300		68.29
3005-292148	05/30/2024	POPTASTIC	01-4300		340.99
Total Number of Checks			246		427,846.98

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	215	321,562.26
12	ChildDevelopmentFund	17	15,993.93
13	CafeteriaSpecialRevenueFund	16	83,622.17
25	CapitalFacilitiesFund	1	147.53
40	SpecResCapitalOutlayFund	2	6,533.78
Total Number of Checks		246	427,859.67
Less Unpaid Tax Liability			12.69-
Net (Check Amount)			427,846.98

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Time Train	Charlotte Zolotow	1991	1
Simon's Book	Lothrop, Lee, & Shepard	1983	1
Miss Rumphius	Viking Press	1982	1
Possum Magic	Harcourt Brace Jovanovich	1983	1
Koala Lou	Harcourt Brace	1988	1
Night Noises	Harcourt Brace Jovanovich	1989	1
On the Day You Were Born	Harcourt Brace	1991	1
What Happened to Patrick's Dinosaurs	Clarion Books	1986	1
Grandpa's Teeth	Harper Collins	1997	1
How broudhogs barden brew	The Blue sky Press	2003	1
Henry & the Buccaneer Bunnies	Candlewick Press	2005	1
A Fine, Fine School	Joanna Cotler Books	2001	1

Requested by: K. Nepali Date: 5/20/24

Supervisor's Signature: Ilust Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Click, Clack, Moo Cows That Type	Simon & Schuster	2000	1
Hawk, I'm Your Brother	Charles Scribner's Sons	1976	1
Tabby in the Tub	Scholastic	1999	1
Give me my Yarn	Candlewick Press	1998	1
Sam the Minuteman	Harper's Row	1969	1
High-Wire Henry	Morrow Junior Books	1991	1
Hot-Air Henry	William Morrow and Company	1981	1
December 24 th	Bradbury Press	1986	1
Frosted Glass	Bradbury Press	1987	1
The Picture-Skin Story	Holiday House	1957	1
George the Dummer Boy	Harper & Row	1977	1
The Toad Hunt	Harper & Row	1967	1

Requested by:

K. Napoli

Date:

5/20/24

Supervisor's Signature:

Luigi Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Work a Day Life of the Pueblos	Indian Life & Customs - US Indian Service	1944	
Indians of the Woodland	Walker & Co.	1972	
Native Americans	Childrens Press	1993	
Only the Names Remain	Little Brown & Co.	1972	
The Northern Paiute Indians of California and Nevada	US Office of Indian Affairs	No Year	
Foods the Indians Gave Us	Ives Washburn	1973	
Exploring the Great River	Little Brown and Co.	1969	
Home and Child Life in Colonial Days	MacMillan	1969	
Historic American Forts	Coward-McCann Inc.	1943	
The Aztecs	MacDonald Educational	1974	
Conquistadors in North America	G.P. Putman's Sons	1962	
Mexico	Julian Messner	1992	

Requested by: K. Nepali Date: 6/5/24

Supervisor's Signature: Kristi Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Kiowa	Chelsea House	1989	
The Young Writing Handbook	Charles Scribner's Sons	1974	
Charles Scribner A Child's Calendar	Holiday House	1965	11
Stopping by the woods on a snowy evening	EP Dutton	1978	
Poetry of Earth	Charles Scribner's Sons	1972	
Paul Revere's Ride	Greenwillow Books	1985	
Long Ago in Oregon	Harper & Row	1987	
Any me I want to Be	Harper & Row	1972	
An Arkful of Animals	Houghton Mifflin	1978	
I Heard it From Alice Zucchini	Chronicle Books	2006	
My Cat Has Eyes of Sapphire Blue	Thomas Y. Crowell	1973	
The Mission Indians of California	William Morrow	1956	

Requested by:

K. Napoli

Date:

6/5/24

Supervisor's Signature:

Kristi Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Inuit	Lerner	2002	
The Choctaw	Chelsea House	1989	
The Cherokee Indians	Chelsea House	1922	
Ashanti to Zulu	Dial	1976	
Sahara	Harcourt, Brace & Jovanovich	1991	
Moja means One	Dial	1971	
Legends of the Great Chiefs	Thomas Nelson	1974	
Powwow	Harcourt Brace & Co	1933	
Frozen Land	Harcourt Brace	1993	
Eskimo Boy	Scholastic	1992	
Songs of the Dream People	Atheneum	1972	
The Sacred Harvest	Lerner	1992	

Requested by: K Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Three Cheers for Catherine the Great!	DK	1999	1
Where the Buffalo Begin	Fredrick Warne	1981	1
For Laughing Out Loud	Alfred A. Knopf	1991	1
The Baby Uggs Are Hatching	Greenwillow Books	1982	1
Look at My Book	Holiday House	2004	1
A Kick in the Head	Candlewick	2005	1
Read A Rhyme Write a Rhyme	Alfred A Knopf	2005	1
On City Streets	Evans's Co.	1968	1
Totem Pole	Holiday House	1990	1
A Story To Tell	Lerner Publications	1998	1
Clambake	Lerner	1992	1
My Mother's House	Viking Press	1941	1

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Krista Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
If you Lived with the sioux Indians	Scholastic	1974	1
A Boy Becomes a man at Wounded Knee	Walker and Co.	1992	1
The Desert Is Theirs	Charles Scribners Sons	1975	1
The Moon of Falling Leaves	Franklin Watts	1988	1
Plains Indians	Gloucester Press	1978	1
The Discovery of the Americas	Lothrop, Lee & Shepard	1991	1
The Story of The Totem Pole	The Vanguard Press	1951	1
Lone Woman of G. Halas - Hat	California Weekly Explorer	1993	
The Chilula	Franklin Watts	1994	
Songs from the Loom	Lerner Publications	1995	
People of the Breaking Day	Atheneum 990	1990	
Weaving A California Tradition	Lerner	1997	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
A Flock of Words	Harcourt, Brace & World	1969	
The Poetry of Horses	Charles Scribner's	1979	
I Am Phoenix	Harper & Row	1985	
Hailstones & Halibut Bones	Doubleday	1961	
Zoomrimes	Harper Collins	1993	
The Boy Drummer of Vincennes	Harvey House	1972	
A Tune Beyond US	Harcourt & Brace	1968	
Snowy Day	Harper Collins	1986	
Short Verse	Franklin Watts	1964	
Messages in the Mailbox	Holiday House	1991	
César	Marshall Cavendish	2004	
haiku: The Mad of Earth	Library of Cong.	1971	

Requested by: K. Nepali Date: 6/5/24

Supervisor's Signature: Kenti Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Mexico	Lerner	1987	1
Indians	Thomas Y. Crowell	1959	1
Native American Myths and Legends	Salamander	1994	1
Children of Clay	Lerner	1992	1
Brother Eagle Sister Sky	Dial	1991	1
The People Shall Continue	children's BOOK PRESS	1988	1
Four Seasons of Corn	Lerner	1997	1
Pacific Coast Indians of North America	Julian Messner	1983	1
Let's Be Indians	Harper's Row	1962	1
The Nez Perce	children's Press	1988	1
Estkimo Crafts	Lathrop, Lee, shepard	1975	1
In the Middle of the Night	Thomas Y. Crowell	1945	

Requested by: K Napoli Date: 6/5/14

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Goody O'Grumpity	North-South	1937	
Grandparents' Houses	Greenwillow	1984	
Random House Book of Poetry	Random House	1983	
Casey at the Bat	Handprint	1989	
Heartland	Thomas + Crowell	1989	
Song of the Water Boy	Houghton Mifflin	2005	
First Came the Indians	Athenaeum	1983	1
Big Indian Craft Book	Bruce Publishing	1945	1
Whispers from the first Californians	Maggie	1994	1
Earthdance	Henry Holt	1996	1
Pueblo storyteller	Holiday House	1991	1
Buffalo Days	Holiday House	1999	1

Requested by:

K. Napoli

Date:

6/5/24

Supervisor's Signature:

Kristi Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Native Americans	Salamander	1991	1
This Land is My Land	Children's Book Press	1993	1
Moon Song Lullaby	Lothrop, Lee's Shepard	1981	
Jambo Means Hello	Dial	1974	
Indians of Yesterday	M.A. Donohue	1940	
William Blake's Inn	Harcourt Brace	1981	
The Voyage of the Ludgate Hill	Harcourt, Brace, Jovanovich	1987	
The Terrible Tiger	Macmillan	1970	
Advice for a Frog	Lathrop, Lee, Shepard	1995	
Out of the Ark	Atheneum	1968	
Joyful Noise	Harper's Row	1988	
What a Wonderful Bird the Frog Are	Harcourt, Brace, Jovanovich	1973	

Requested by: K. Nepali Date: 6/5/24

Supervisor's Signature: Kristi Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Hope was Here	Scholastic	2000	1
Seal Island School	Penguin	1999	1
Everybody Needs a Rock	Simon & Schuster	1974	1
Papa's Mark	Holiday House	2003	1
The Summer my Father Was Ten	Caroline House	1998	1
The Magic Fan	Harcourt Brace Jovanovich	1989	1
How Many Days to America	Clarion Books	1988	1
Dandelions	Harcourt Brace & Co	1995	1
Ruby's Wish	Chronicle Books	2002	1
Smoky Night	Harcourt Brace & Co	1994	1
The Little House	Houghton, Mifflin Co	1942	1
Pop's Bridge	Harcourt, Inc.	2006	1

Requested by: K. Napdi Date: 6/5/24

Supervisor's Signature: Kushtu Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The 18 th Emergency	Viking Press	1973	1
The Midnight Fox	Puffin	1968	1
Wanted Mud Blossom	Delacorte	1991	1
The Enormous Egg	Little Brown, and company	1956	1
Magical Melons	Macmillan Company	1939	1
McGraw-Hill - Good Dog	Scholastic Inc	2004	1
Children of the Longhouse	Puffin BOOK	1996	1
Everywhere	Scholastic	1990	1
Leprechauns Never Lie	Library of Congress	1980	1
Peter Pan	Charles Scribner's Son	1980	1
On My Honor	Clarion BOOKS	1986	1
Turn Homeward Hannah Lee	William Morrow	1984	1

Requested by: X. Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Beware the Ninja Weenies	Tom Doherty Associates	2012	1
The Big wave	Harper Trophy	1947	1
The Cybil War	Viking Press	1981	1
The Incredible Journey	Little, Brown and Company	1960	1
Charley Skedaddle	Troll Associates	1987	1
Viking Adventure	Thomas Y. Crowell Co.	1963	1
The Summer of the Swans	Viking Press	1970	1
The Not-Just-Anybody Family	Delcorte Press	1986	1
The Midnight Fox	Scholastic Inc.	1968	1
A Bear Named Trouble	Clarion Books	2005	1
Canterwood Crest Take the Reins	Aladdin Mix	2009	1
Trouble River	Viking Press	1969	1

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Heidi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Antarctica	Simon & Schuster	1992	1
California Mission Days	California State Dept. of Education	1951	1
Apple State Treasure Hunt	ABDO Publishing	2011	1
Who Killed Sack Annie?	Clarion Books	1983	1
California Indians and the Gold Rush	Sierra Oaks	1989	1
Hah-Nee of the Cliff Dwellers	Riverside Press	1959	1
Kemi	The Ward Ritchie Press	1966	1
Someone is Hiding on Alcatraz Island	Clarion Books	1984	1
Summer according to Humphrey	Scholastic Inc.	2010	1
Face to Face	A Yearling Book	1991	1
Who Were The Wright Brothers?	Grosset & Dunlap	2014	1
Dexter	Fitzhenry's Whiteside	1973	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kristen Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Palace Wagon Family	Alfred A Knopf	1957	1
The Bald Eagle	Children's Press	2015	1
The Discovery of California	Harcourt Brace & World	1970	1
Hawaii	Franklin Watts	1988	1
Maori Warriors	Bellwether Media	2012	1
Antarctica	Franklin Watts	1984	1
New California The Golden	California state Dept of Education	1933	1
California Gold Rush	Ghost Town	1994	1
A Child's History of California	California state Dept. of Education	1949	1
California Stepping Stones	Stanford University Press	1948	1
California Rancho Days	California state Dept. of Education	1953	1
Chico - A Western Heritage	Financial Federation	1979	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Arctic Summer	Simon & Schuster	1993	11
Welcome to Australia	Gareth Stevens	1999	1
Arctic Lands	Gloucester Press	1987	1
The Golden Book of California	Golden Press	1961	1
The Incas	McDonald Educational	1978	1
Mojave	Thomas Y Crowell	1988	1
The Californian Missions	Lane Publishing	1979	11
California Beginnings	California State Dept. of Education	1933	1
California	The Millbrook Press	1994	1
Bidwell Park The Beginnings	BC Publications	2004	1
The Day That Changed America Earthquake	Hyperion Books	2004	1
California	Perc B. Sapsis	1969	1

Requested by:

K. Napoli

Date:

6/5/24

Supervisor's Signature:

Kristi Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Indians and the California Missions	Langtry		1984 2
Gold Rush Adventure	Langtry	1988	
California	W.H. Smith	1990	
Missions of California	W.H. Smith	1962	
Rough & Ready Prospectors	John Muir	1994	
Five Views An Ethnic History	Library of Cal	1988	
Snowbound	Library of Congress	1996	
Golden Cities Golden Shups	Library of Congress	1968	
Wyoming	Library of Congress	1992	
The Quest for California's Gold	Rosen	2002	
Fine Print	Library of Congress	1991	
Colonel Anza's Journey	G.P. Putnam's Sons	1966	

Requested by:

J. Napoli Date: 6/5/24

Supervisor's Signature:

Heisei Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Welcome to the USA California	Mary Berendes	2006	
Dame Shirley & the Gold Rush	Steck Vaughn	1993	
California the story of our ^{Southern} former Fifteenth Territory		1939	
Sacramento Golden River	Library of Congress	1968	
California Mission Projects - Art	Library of Congress	1993	
California Gold Rush	Library of Congress	1998	
California Gold Country	KC Publications	1996	2
A Mission for the People	Henry Holt & Com.	1997	
Missions of the Southern Coast	Lerner	1996	
Live Again our Mission Past	Arts' Books	1983	
Lean John	Ghost Town	1996	
State Parks of California	Graphic Arts	1980	

Requested by: K. Nepali Date: 6/5/24

Supervisor's Signature: Kesari Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
California's Indians and the Gold Rush	Sierra Oaks	1989	
The California Gold Rush	Children's Press	1995	
Sweet Betsy From Pike	Viking Press	1978	
The Alaskans	Time-Life Books	1977	
The Forty-Niners	TimeLife Books	1974	
Mission San Juan Capistrano	Rosen Publishing Power Kids	2000	
First Wagons to California	G.P. Putnam's sons	1965	
Projects + Layouts	Lerner	1998	
Missions of the Los Angeles Area	Lerner	1996	
Sutter's Fort Empire on the Sacramento	Garrard	1969	
The First Book of the California Gold Rush	Franklin Watts	1962	
Tales and Treasures of California's Ranchos	Ghost Town Publications	1999	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kusti Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
California	American West	1971	
Gold Fever	Randon House	1996	
Dance Shirley and the Gold Rush	Steck-Vaughn	1993	
Plag of the Dreadful Bear	Library of Congress	1965	
From Fingers to Finger Bowls	EZ Nature Books	1990	
CA Hispanic Roots for Kids	Art's	1995	
California Missions	Bellerophon Books		
Cabrillo's Log	The Western Explorer	1968	
Student Atlas of California	California Weekly Explorer	1993	
The Gold Rush	The West Project	1996	11
The Gold Rush	Crabtree	1999	
California Gold Days	Double Day	1954	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
California Historical ^{land marks}	Library of Con.	1990	
California Gold Rush	Random House	1950	
Death Valley	Four Winds Press	1976	
^{places to go with children} Northern California	Library of Congress	1993	
California Gold Days	Library of Congress	1954	
Pioneer California Bear Playbooks		1982	
^{Across the Plains in} the Donner Party	Outbooks	1980	
The California Gold Rush	Scholastic	2013	
California	Capstone Press	2003	
City! San Francisco	Macmillan	1990	
California's Own History	CA ST Department of Ed	1965	
Sierra	Harper-Collins	1991	

Requested by: K. Napoli Date: 6/5/21

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Roman Army	Walker Publishing	2004	
Incredible Storybook	Dutton Children's Book	2003	
Too Many Pears	Star Bright BOOKS	2003	
Mr. Tanen's	Albert Whitman's Co	1999	
Sidwalk Circus	Candlewick Press	2004	
When Bluebell Sang	Bradbury Press	1989	
Seal Surfer	Harcourt Brace's Co	1996	
The Buried City of Pompeii	Hyperion BOOKS	1997	
Livingston Mouse	Harper Collins	1996	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: K. Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Wild Christmas Reindeer	Putnam & Grossset	1990	
The American Flag	Library of Congress	1999	
The American Eagle	Library of Congress	1999	
The Greeks	Silver Burdett	1974	
Red, White, Blue, and Uncle Who?	Library of Congress	2001	
Eddie's Garden	Frances Lincoln	2004	
One Green Apple	Library of Congress	2006	
Cherry Time	Library of Congress	2007	
Meanwhile	Library of Congress	1997	
Dial-a-Croc	Orchard Books	1991	
Parents in the Pigpen, Pigs in the Tub	Library of Congress	1993	
Olivia	Simon & Schuster	2003	

Requested by:

K. Nepli

Date:

6/5/24

Supervisor's Signature:

Kristi Nepli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Something Fishy at Macdonald's Hall	Scholastic	1995	
Sarah Plain & Tall	Harper & Row	1985	
We Were There at the Battle of Gettysburg	Grosset & Dunlap	1955	
The One ^{Three} Snow Bears	The Penguin Group	2007	
The Magic Fan	Harcourt Brace Jovanovich	1989	
A Garden for a Groundhog	Star Bright Books	2004	2
Bird and Flower Emblems	Dodd & Mead	1978	
Beyond the Horizon	National Geo	1992	
The Romans	Silver Burdett	1975	
Tut's Mummy	Random Random House	1988	
Spice Hot	Alfred A. Knopf	1941	
Geography From A-Z	Library of Congress	1988	

Requested by:

K. Napoli

Date:

6/5/24

Supervisor's Signature:

Kristi Napoli

Board Approval Date:

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Pirates	DK Publishing	1998	
Tales Mummies Tell	Harper Collins	1985	
To the Top	Library of Congress	2003	
I Pledge Allegiance	Library of Congress	2002	
Mummies made in Egypt	Harper Collins	1979	
The Great Ancestor Hunt	Houghton Mifflin	1989	
Hottest Coldest Highest Deepest	Library of Congress	1998	
A Map is a Picture	Frances Siltman	1965	
From Map to Museum	Library of Congress	1988	
Great Survival Adventures	Random House	1973	
Pyramid	Library of Congress	1975	
Mongol Warriors	Library of Congress	2012	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Christi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The First Civilizations	Peter Bednar	1983	
Children of Lapland	Tundra Books	1978	
Spain	ABDO Pub.	2014	
The First Book of the Vikings	Library of Congress	1962	
Yangtze River	ABDO Pub.	2002	
Grand Canyon Country	National Geo	1991	
The Attack on Pearl Harbor	Scholastic	2013	
Illuminations	Library of Congress	1989	
Grandpa's Ghost Stories	McClelland ^{Stewart}	1978	
Lilly's Purple Plastic Purse	Greenwillow ^{Books}	1996	
The Lotus Seed	Library of Congress	1993	
Max	Bayard Presse	2000	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Musti Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Knights in Shining Armor	Little Brown and Co	1995	
Pioneers	Children's Press	1984	
The Portuguese Explorers	G.P. Putnam's Sons	1966	
Castles	Cartwheel BOOKS	1990	
The Cold War	Elliott Rebhun	2018	
Far North Vanishing Cultures	Harcourt Brace Jovanovich	1992	
Thanksgiving	Children's Press	1993	
Saturday	Derry Bradbury Press CA	1985	
Sunday	Bradbury Press	1988	
Wolfie	Harper's Row	1969	
I Pledge Allegiance	Candlewick Press	2002	
The Birth and Growth of a Nation	PowerKids Press	2001	

Requested by: K. Nepli Date: 6/5/24

Supervisor's Signature: Kristi Nepli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
 Palermo, CA 95968-9700
 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Roman Army	Silver Burdett	1975	1
Gladiator	Houghton Mifflin	1997	1
The Vikings	McDonald Educational	1976	1
Flags	Hammond Company	1962	1
The Vietnam War	Elliot Redman	2017	1
Mysterious Buried Treasures	Contemporary Perspectives	1979	1
Days of the Knights - A Tale of Castles and Battles	DK Publishing	1998	1
D-Day	Children's Press	2015	1
Flags	Franklin Watts	1985	
The Kingdom of Southeast Asia	Lerner	2002	
The Roman Empire	Peter Bedrick Books	1981	
Commodore Perry in the Land of Shogun	Lothrop, Lee & Shepard Books	1985	

Requested by:

K. Napoli

Date:

6/5/24

Supervisor's Signature:

Krista Napoli

Board Approval Date:

**Palermo Union School District
7390 Bulldog Way
Palermo, CA 95968-9700
530-533-4842**

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Black & White	Mifflin CO	1990	
Why the Chicken Crossed the Road	Houghton Mifflin	1987	
The Birthday Swap	Lee & Low Books	1997	
Waltz of the Scarecrows	Chronicle Books	1998	
Knots on a Counting Rope	Henry Holt & CO	1987	
Goin' Somewhere Special	Simon & Schuster	2001	
More Starlight to Your Heart	MAG Garden	2004	
Mama One, Mama Two	Harper & Row	1982	
Anastasia Krupnik	Houghton Mifflin	1979	
The One Hundredth Thing About Caroline	Houghton Mifflin	1983	
Attack of the Vampire Weenies	Tom Doherty	2011	
Through Grandpa's Eyes	Harper & Row	1980	

Requested by: K. Napoli Date: 6/5/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Belle Teal	Scholastic	2001	
The Storm	Scholastic	2011	
Arthur, For the Very First Time	Harper & Row	1980	
The Halloween Candy Mystery	Houghton Mifflin	1982	
Anastasia Krupnik	Houghton Mifflin	1979	
Like the Willow Tree	Scholastic	2011	
In the Year of the Bear and Jackie Robinson	Harper & Row	1984	
Funny Stories to Read or Tell	Library of Congress	1974	
All About Sam	Houghton Mifflin	1988	
Number the Stars	Houghton Mifflin	1989	
The Doll People	Scholastic	1997	
Swine Lake	Harper Collins	1999	

Requested by: K. Nepali Date: 6/5/24

Supervisor's Signature: Kusti Nepali

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
First Flight	DK Pub.	2003	
Presidents	Franklin Watts	1952	
Indians - the Strangers	Dodd, Mead & Co	1972	
Women & Science	Raintree	1979	
Westering Women	Doubleday	1961	
Beje in the Backpack	Scholastic	2005	
For Revolution	Harcourt Brace	1975	
# Presidents	Scholastic	2015	
How we Named our States	Abelard - Schuman	1965	
The Thirteen Colonies	Compass Point	2002	
It's Mine!	Alfred A. Knopf	1985	
The Island of the Skog	Dial Books	1973	

Requested by: K. Neeli Date: 6/2/24

Supervisor's Signature: Luigi Neeli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Spies of the Revolution	J.B. Lippincott	1962	
The Wright Brothers	Scholastic	2002	
Games of the American Indian	W.W. Norton:CO	1969	
The Lost Colony	Franklin Watts	1972	
The Story of the Thirteen Colonies	Random House	1966	
Marquette and Joliet	Marrow Junior	1974	
Jhon Cabot: his Son Sebastian	Marrow Junior	1972	
Sons of Liberty	Julian Messner	1969	
If You Grew up with George Wash	Scholastic	1982	
Fur Trappers and Traders	Walker: CO	1981	
Frontiers of Fortune	McGraw-Hill	1967	
Canada	ABDO	2014	

Requested by: K. Neeli Date: 6/6/24

Supervisor's Signature: Kusti Neeli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The American Indian	Grosset & Dunlap	1954	
Mayeros	Lothrop, Lee & Shepard	1997	
Time for Poetry	Scott, Foresman	1952	
Mexico & Central America	Lerner	1996	
The Sad Night	Clarion	1994	
A Promise to Our Country	Whittlesey House	1961	
Pyramid of the Sun Pyramid of the Moon	Macmillan	1988	
America's Presidents	Becker & Mayer	2007	
The Mexican Story	Ariel Books	1953	
The most fascinating places on Earth	Sterling	1993	
The Top of the World	Houghton Mifflin	1999	
The Titanic Explorner	Madison Press Books	1988	

Requested by: K. Napoli Date: 6/6/14

Supervisor's Signature: Krist Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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 530-533-4842

REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Book of Astronauts	Morrow Junior Books	1991	
Be Your Own Map Expert	Sterling	1993	
Atlas of the Modern World	Houghton Mifflin	2007	
There Once Was a Time	G.P. Putnam's Sons	1986	
The Owl & the Pussycat	G.P. Putnam's Sons	1991	
A great big ugly man came up and tied his house to me	Little Brown & CO	1973	
The Trees Stand Shining	The Dial Press	1971	
Colonial Crafts for you to Make	Julian Messner	1975	
Four Corners of the Sky	Little Brown & CO	1975	
The World's Greatest Explorers	Children's Press	1991	
The World's Greatest Explorers	Children's Press	1990	
The Story of the Flight at Kitty Hawk	Children's Press	1981	

Requested by: K. Napoli Date: 6/6/24

Supervisor's Signature: Kusti Napoli

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
How the Pilgrims came to Plymouth	E.P. Dutton:CO	1946	
if you lived in Colonial Times	The Four Winds Press	1964	
The Mayflower in 1620	Scholastic	1969	
Jamestown Adventure	E.P. Dutton:CO	1950	
The French Explorers	G.P. Putnam's Son	1961	
Nicaragua is My Home	Library Congress	1992	
Costa Rica is My Home	Library Congress	1992	
Cuba is My Home	Library Congress	1992	
Pontiac's War	Franklin Watts	1970	
The Early Settlers	Franklin Watts	1959	
The Thirteen Colonies	Compass Point	2002	
Aztec Indians	Children's Press	1985	

Requested by: K. Neale Date: 6/6/24

Supervisor's Signature: Kristi Neale

Board Approval Date: _____

Palermo Union School District
 7390 Bulldog Way
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Discovering Cultures Mexico	Benchmark	2003	
The Presidents	White House Historical Association	1964	
John Cabot and Son	Troll Associates	1979	
Armed with Courage	Abingdon Press	1957	
The First Ladies	White House Historical Assoc.	1975	
Children Just Like Me	Dorling Kindersley	1995	
Titanic Disaster at Sea	Scholastic	2011	
Atlas of the World	Usborne	1995	
Eating the Plates	Simon & Schuster	1991	
The Weavers	Franklin Watts	1966	
Famous Builders of California	Dodd, Mead & Company	1987	
Into the Air	Harcourt	2002	

Requested by: K. Napoli Date: 6/6/24

Supervisor's Signature: Kristi Napoli

Board Approval Date: _____

Palermo Union School District
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
Paths	Santillana	2004	
To Fly	Clarion	2002	
Book of Dates	Warwick	1983	
Time for Biography	Scott Foresman & Co	1969	
Children Just Like Me	Dorling Kindersley	1995	
Team Mates	Harcourt Brace Jovanovich	1990	
The Wright Brothers	Holiday House	1991	
Tales of Famous Heros	Scholastic	2010	
The Wright Brothers A Flying Start	Kids Can Press	2002	
shaw's Fortune	The World Publishing Co	1966	
A Window on Williamsburg	Holt, Rinehart and Winston	1966	
ABC Book of Early Americana	Doublday	1963	

Requested by: K. Neale Date: 6/6/24

Supervisor's Signature: Kristi Neale

Board Approval Date: _____

Palermo Union School District
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REQUEST TO DECLARE SURPLUS OBSOLETE TEXTBOOKS

See instructions for using this form on the reverse.

TEXTBOOK TITLE	NAME OF PUBLISHER	COPYRIGHT DATE	NUMBER OF COPIES
The Pioneers	Random House	1978	
Home Run Heros	DK Publishing	2001	
The Story of Jamestown	Children's Press	1969	11
Early American Boat	The World Publishing Co.	1968	
English Explorers of North America	Julian Messner	1970	
Californian Indian Days	Doubleday's Co.	1963	
Mexico	Franklin Watts	1982	
Tepee and Moccasin	Van Nostrand Reinhold	1970	
The Pomo	Library of Congress	1994	
El Salvador	Gareth Stevens	1992	
Behind Enemy Lines	Scholastic	2009	
Indians of Southern California	Publication of the Education Division of U.S. Office of Indian Affairs		No Date

Requested by: K. Wapli Date: 6/6/24

Supervisor's Signature: Kushal Kesh

Board Approval Date: _____

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
June 19, 2024	Juneteenth <small>(No students, teachers or staff)</small>		
June 20, 2024	Special 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 5, 2024	Welcome Back Breakfast	Palermo Middle School	7:30 - 9:30 AM
August 6, 2024	Back to School Night	Palermo Middle School	TBD
August 7, 2024	Back to School Night	Helen Wilcox/Golden Hills	TBD
August 14, 2024	Regular Board Meeting	District Boardroom	5:00 PM
August 28, 2024	Regular Board Meeting	District Boardroom	5:00 PM
Septmeber 2, 2024	Labor Day <small>(No students, teachers or staff)</small>		
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
Novbember 11, 2024	Veterans Day <small>(No students, teachers or staff)</small>		
November 13, 2024	Regular Board Meeting	District Boardroom	5:00 PM
November 28-29, 2024	Thanksgiving Holiday <small>(No students, teachers or staff)</small>		
December 11, 2024	Annual Organizational Meeting	District Boardroom	5:00 PM
December 24-25, 2024	Christmas Holiday <small>(No students, teachers or staff)</small>		
December 31, 2024	New Year's Eve <small>(No students, teachers or staff)</small>		

PALERMO UNION SCHOOL DISTRICT			
ENROLLMENT REPORT			
MONTH TEN		ENROLLMENT PERIOD 4/27/24-05/24/24	
TK			4TH GRADE
Gutierrez, N - TK	18		Borquez
Perez Fortin - TK	19		Chapman
Teer - TK	19		Dailey
	56		Langone
			Smith
			<u>25</u>
KINDERGARTEN			TOTAL
Adams	21		118
Donat	22		
Fairbanks	21		5TH GRADE
Neville	22		Benson
Peters	22		Corkin
Turner	22		Russell
Butler - Honcut	6		Sharp
			Zarzyński
TOTAL	136		<u>26</u>
			TOTAL
			128
1ST GRADE			6TH GRADE
Addams	20		Andracchio
Boucher	22		Aplustill
Fox	22		Gomes
Mann	21		McCoy, Alfred
Santos	21		McCoy, Andrew
Thao	21		McCoy, Stephanie
Butler - Honcut	5		Quezada
			<u>25</u>
TOTAL	132		TOTAL
			140
2ND GRADE			7TH GRADE
Bidlack	23		Barcelos
Brenner	21		Cotter
Cole	23		Crabtree
Hartman	22		Fraga
Ronan	21		Frye
Ruff	21		Greathouse
Butler - Honcut	1		Smithey
			<u>26</u>
TOTAL	132		TOTAL
			141
3RD GRADE			8TH GRADE
Allsup	22		Baker
Brothers	22		Kaye
Jensen	21		Kubecki
Leonard	21		Maturino
Mattern	21		Thomas
Wright	22		Wright
Butler - Honcut	7		<u>22</u>
TOTAL	136		TOTAL
			114
			COMMUNITY DAY SCHOOL
			Sasaki
			<u>11</u>
			TOTAL
			11
SPECIAL EDUCATION			HOME STUDY (FTI)
Gage - K- Wilcox	0		Palermo
Gage -1- Wilcox	0		Wilcox
Gage - 2- Wilcox	0		Golden Hills
Galdin -3- Wilcox	0		Honcut
Beard -4- Golden Hills	0		<u>0</u>
Tauao'o -5- Golden Hills	0		TOTAL
Andracchio -6- Palermo	0		19
Rogers -7- Palermo	0		
Crabtree -8- Palermo	0		INDEPENDENT STUDY
			Palermo
			Wilcox
			Golden Hills
			Honcut
			<u>0</u>
TOTAL	0		TOTAL
			39
			COMMUNITY DAY SCHOOL
			11
			HONCUT SCHOOL
			19
			PALERMO SCHOOL
			437
			HELEN WILCOX SCHOOL
			577
			GOLDEN HILLS SCHOOL
			<u>258</u>
			TOTAL
			1302

STAFF DEVELOPMENT REPORT
May 2024

All totals are approximates.

Addressing Chronic Absence in Partnership with Females & Communities

Farrar

Webinar

5/14/24

Funding: N/A

0.00

Building Bridges CalECSE Symposium

Madison

San Diego, Ca

10/22-10/23/24

Funding: 6500

\$1086.30

		MONTH:	3/30/24-4/30/24			
Account Name	BEG BAL	RECEIPTS	DISBURSMENTS	TRNFS	FEE/SVC CHG	ENDING BAL
102 PAL ST BODY	\$11,286.07		(\$299.42)			\$10,986.65
202 SPORTS	\$1,895.52	\$25.00				\$1,920.52
203 Boys Bball	\$961.57	\$362.00				\$1,323.57
204 Girls Bball	(\$4.06)					(\$4.06)
205 REFEREE	\$402.00					\$402.00
300 Yearbook	\$5,571.28	\$405.00	(\$330.66)			\$5,645.62
402 PAL LIBRARY	\$1,156.25					\$1,156.25
502 BAND	\$6,715.13		(\$40.00)			\$6,675.13
505 DRILL TEAM	\$303.11					\$303.11
506 6TH GRADE	\$3,442.01					\$3,442.01
507 7TH GRADE	\$1,210.48					\$1,210.48
509 8TH GRADE	\$923.91	\$200.00	(\$187.70)			\$936.21
511 CLUB LIVE	\$3,939.48		(\$35.72)			\$3,903.76
512 CHESS CLUB	\$680.44					\$680.44
513 FFA	\$8,845.71		(\$1,262.50)			\$7,583.21
514 Floral	\$2,280.44	\$80.00	(\$661.46)			\$1,698.98
	\$49,609.34					\$47,863.88

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.



ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:
(Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

Signature of the District Superintendent *District* *Date*

Signature of the County Superintendent of Schools *County* *Date*

It is not necessary to submit this form to the Commission on Teacher Credentialing.



3435 Silverbell Road
Chico CA 96973
530-774-2261

Speech-Language Pathologist School Contract

Advantage Therapy Services “Company” and Palermo Union School District (“School”) (each a “Party” and both the “Parties”) mutually agree as follows:

1. A speech-language pathologist, associated with Company, will provide speech-language services to the School on a full-time basis beginning 07/01/2024 and continuing 06/30/2025 (the “Term”).
2. **Speech-Language Services**
 - 2.1. Speech-language pathologists work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders in children and adults.
 - 2.2. Speech-language services include any, all, or some of the following:
 - 2.2.1. Screening of speech-language, cognitive, and pragmatic disorders.
 - 2.2.2. Diagnosis of speech-language, cognitive, and pragmatic disorders.
 - 2.2.3. Treatment of speech-language, cognitive, and pragmatic disorders.
 - 2.2.4. Preparation of materials necessary for such treatment.
 - 2.2.5. Record keeping and documentation.
 - 2.2.6. Report writing.
 - 2.2.7. Writing complete speech-language IEPs.
 - 2.2.8. Consultation with school officials and families.
 - 2.2.9. Attendance at IEP and other meetings as necessary.
 - 2.2.10 Supervision of speech-language assistants.
3. **Compensation**
 - 3.1. Company shall be compensated \$115 per hour for all speech-language services due bi-weekly each month.
 - 3.2. All amounts payable under this Agreement shall be paid directly to Company.
 - 3.3. The School shall receive an invoice of the hours worked by the speech-language pathologist provided by the Company.
4. **Company Responsibilities and Requirements**
 - 4.1. Company shall provide speech-language services to a standard of quality typical of professionals in the speech-language industry.
 - 4.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
 - 4.3. Company shall carry professional liability insurance with a minimum policy limit of 1,000,000.
 - 4.4. Any employee (e.g. speech-language pathologist, speech-language pathology assistant, etc.) of Company will not be permitted by the Company or School to provide services as a School employee within 12 months of working for Company.
5. **School Responsibilities and Requirements**
 - 5.1. School will use commercially reasonable efforts to assist Company in providing speech-language services.

- 5.2. School will provide a clean, quiet, and organized private treatment space as well as any materials or support services required by Company.
- 5.3. School will provide all necessary training and onboarding services to the speech-language pathologist during their first week of work for the School.
- 5.4. The school shall not require the speech-language pathologist to exceed 55 cases for speech-language services, per California Code, Education Code - EDC § 56363.3

6. General Terms.

- 6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or a scanned copy and shall be deemed original.
- 6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both Parties.
- 6.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 6.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to its choice of law rules.

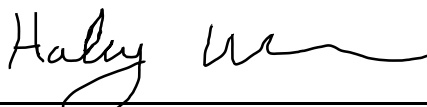
7. Term and Termination:

- 7.1. The term of this agreement shall commence on July 1, 2024 and end on June 30, 2025, unless terminated earlier in accordance with the terms and conditions set-forth.
- 7.2. Termination without cause: Either party has the right to terminate the agreement for either of the two contract positions, without cause by giving 30 days written notice. In the event of accident, illness, or injury preventing the Company from completing the contracted services, the contract will be terminated immediately.
- 7.3. Termination with cause: Either party reserves the right to terminate this agreement immediately if the other party fails to comply with the terms and conditions of this agreement and such failure for 15 days following receipt of written notice.

If services vary due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the invoices provided by the Company.

Authorized Signature for the School/District

Date



Haley Willis, Advantage Therapy Services

05/22/2024

Date

**COOPERATIVE AGREEMENT
PALERMO UNION SCHOOL DISTRICT
E CENTER CHILD DEVELOPMENT PROGRAMS
School Years 2024-2027**

This agreement is made between the **Palermo School District** and **E Center Child Development Programs**. It is the intent of both parties to cooperate in a common effort to service preschool children with disabilities in the least restrictive educational environment. It is the intent of both agencies to meet program and funding requirements while providing children and their families with comprehensive, developmentally, and educationally appropriate services in compliance with federal and state laws and regulations which govern each agency.

E Center agrees to the following:

1. To refer children ages 3-5 who are residents of **Palermo Union School District** and suspected to be in need of special education and related services to **Palermo Union School District**.
2. To assist **District Office** staff in collecting data, information, and screening results on children referred for assessment as requested.
3. To provide medical, dental, nutritional, hearing, and vision screening results on all children being evaluated for special education eligibility.
4. To support with transportation to/from assessment location, as needed per case.
5. To have a teacher and/or other administrative staff attend all IEP meetings for E Center enrolled children.
6. To work collaboratively with **Palermo Union School District** special education staff and parents in assisting children in meeting their IEP goals.
7. To communicate with Special Education service providers at a minimum monthly to discuss children's progress. Assist with communication to family regarding progress.
8. To coordinate with **Palermo Union School District** in obtaining materials and educationally relevant equipment as specified on the IEPs of children enrolled at E Center. Staff will assist and encourage parents to access outside resources pertinent to their child's disability.
9. To invite **Palermo Union School District** special education preschool staff to participate in relevant trainings.
10. To coordinate to ensure that needed documents are translated and that interpretation services are available for parents during the assessment and IEP processes or as needed to support the child and family. If language is other than English/Spanish, agencies will work collaboratively to problem solve and complete the assessment.
11. To coordinate with **Palermo Union School District** to ensure translation/interpretation services are available during the assessment and IEP processes or as needed to support the child and family. If language is other than English/Spanish, agencies will work collaboratively to problem solve and complete the assessment.

Palermo Union School District agrees to the following:

1. To include E Center in the local child find system. E Center will be informed of the appropriate referral procedures and the information to be provided.
2. To be responsible for a timely assessment of all children referred by E Center who are suspected to be in need of special education services. Relevant information from E Center staff and parents will be included in the assessment process. Results of the assessment will be shared with E Center staff and parents.

3. To inform E Center staff if difficulties arise when gathering consent to treatment from the parents for support reducing barriers (transportation, interpretation, etc.).
4. To develop and implement IEP's for each child for whom special education services will be provided by **Palermo Union School District**. E Center shall be included in the development of the IEP. An annual IEP review will be held and will include E Center personnel.
5. To work collaboratively with E Center staff in assisting children in meeting their IEP goals.
6. To communicate with E Center staff at a minimum monthly to discuss children's progress. Assist with communication to family regarding progress.
7. To request translation/interpretation services from E Center to ensure documents are translated and interpretation services are available for parents during the assessment and IEP processes or as needed to support the child and family. If language is other than English/Spanish, agencies will work collaboratively to problem solve and complete the assessment.
8. To implement all procedural safeguards including confidentiality of records, prior notice, and placement in the least restrictive environment for all children with exceptional needs who are provided special education by the **Palermo Union School District** and are enrolled in the E Center Child Development Program.
9. To provide inservice training to E Center personnel as appropriate regarding preschool special education issues, referral procedures and resources.
10. To provide a copy of the final IEP with parent signatures to E Center for all children assessed.

MISCELLANEOUS PROVISIONS

1. This agreement is effective on date of signature, terminating on May 31, 2027. This agreement will be reviewed and revised more frequently if requested by either party.
2. As policy changes or program concerns arise, representatives of both E Center and the **Palermo Union School District** will meet to address the issues.
3. E Center and **Palermo Union School District** will work collaboratively to assist children and parents attending special education services including evaluations, IEP meetings and therapy sessions.
4. E Center and **Palermo Unified School District** will work together to collect in-kind in order to meet E Center's federal requirements and show evidence of community partnership and collaboration.
5. Mutual Indemnification: Each party to this Agreement hereby agrees to save, defend and hold harmless, and indemnify the other (including the State of California) and their officers, agents and employees, against any or all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions of the other party, or any subcontractor, employee, agent, or representative of the other party.

Contacts for E Center Child Development Programs:	Contacts for Palermo Union School District:
Montserrat Celalla Mental Health and Special Needs Manager E Center Child Development Programs 860 Plaza Way Yuba City, CA 95991 Phone: (530) 634-1273 Fax: (530) 741-8469 mcastro@ecenter.org	Beth Madison Director of Special education Services Palermo Union School District 7390 Bulldog Way Palermo, CA 95968 Phone: (530) 533-4708 ext. 111 Fax: (530) 533-6949 emadison@palermok8.org

This agreement is entered into on _____, 2024 by and between the undersigned agencies.

<hr/> <p>Sengsavang Ly Chief Executive Officer E Center Child Development Programs 1506 Starr Drive Yuba City, CA 95993 Phone: (530) 634-1255 Fax: (530) 671-1042 stevely@ecenter.org</p>	<hr/> <p>Kathleen Andoe-Nolind Superintendent Palermo Union School District 7390 Bulldog Way, Palermo, CA 95968 Phone: (530) 533-4842 ext. 7 Fax: (530) 533-6949 kandoe@palermok8.org</p>
<hr/> <p>Jodie Keller Program Director E Center Child Development Programs 860 Plaza Way Yuba City, CA 95991 Phone: (530) 634-1225 Fax: (530) 741-8469 jkeller@ecenter.org</p>	<hr/> <p>Ruthie Anaya Assistant Superintendent of Business Services Palermo Union School District 7390 Bulldog Way, Palermo, CA 95968 Phone: (530) 533-4842 ext. 6 Fax: (530) 533-6949 ranaya@palermok8.org</p>



POSITIVE BEHAVIOR SUPPORTS CORP.

• EST 2007 •

Agreement: Organization Contract

This contract represents an agreement between _____ (Agency) for comprehensive, student
(Entity)

behavioral support through Positive Behavior Supports Corporation (PBS Corp.). PBS Corp. will support individual client and school needs as requested and defined by _____.

Individual Client Needs

PBS Corp. specializes in providing individual supports to clients with special needs. We take a team approach to identify problematic behaviors, evaluate functions of behaviors, and develop strategies that are a good contextual fit.

The process begins with our Behavior Analyst completing a records review of the client, conducting staff and caregiver interviews, and observation, as part of a Functional Behavior Assessment. In this process we hypothesize why behaviors are occurring and which behavior analytic strategies would benefit the client for behavior reduction. In conjunction, we identify appropriate and functional replacement behaviors and skills to teach. Based on this assessment a comprehensive plan is written.

Once the behavior plan is developed, it is recommended to have a meeting to review plan development with all stakeholders (managers, support specialists, and caregivers). We provide a variety of different services, and our assigned staff and regional team will work collaboratively with you to identify our services that are the best match for your program.

Risks and Benefits

Participating in any treatment has numerous benefits, but also certain inherent risks. For example, individuals receiving services from PBS Corp. may experience disruptions in daily schedules and routines (e.g., due to professionals entering the setting or suggesting changes in routines), stress associated with identifying problematic patterns or learning to respond differently to the individual's behavior, or frustration at delays in progress or the necessity to modify approaches periodically. These are, of course, in addition to risks to privacy and confidentiality that occur when sharing information. PBS Corp. will make every effort to minimize these risks and make services optimally beneficial and enjoyable.

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS Corp. provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing. Please note that trainings can be offered in half or full day increments.

Service Type	Rate	Not To Exceed

REFERENCE #9



POSITIVE BEHAVIOR SUPPORTS CORP.

• EST 2007 •

Witnesses

For and in consideration of the mutual covenants contained herein, the parties to this Agreement agree as follows:

PBS Corp. shall:

- a. Provide behavioral services with comprehensive report of recommendations and training services to properly classified exceptional individuals and staff as identified by school personnel.
- b. Present a monthly summary of services rendered as applicable.
- c. Furnish copies of evaluation/reviews.
- d. Maintain record keeping practices. Data collection will be reviewed, and ongoing feedback/inquiry given.
- e. Conduct training as requested and modify existing contract to meet any requested ongoing service needs as authorized.
- f. Comply with all Federal, State and Local Statues prohibiting discrimination, abuse, and neglect while maintaining confidentiality.
- g. Follow ethical guidelines set forth by the Behavior Analyst Certification Board.
- h. Complete background check requirements as identified by the agency.
- i. Maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. PBS Corp. accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for PBS. Corp. and the consumers to be served under this contract. Upon the execution of the contract, PBS Corp. shall furnish the The Agency written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the operating state. At a minimum the following types of insurance will be maintained by PBS Corp. during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of:	\$1,000,000/ occurrence \$2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

2. _____ shall:

- a. Pay the sum of fee schedule above per hour for services rendered and as agreed upon by the The Agency and PBS Corp.
- b. Pay all outstanding invoices within 60 days of receiving to:
Attn: Accounts Payable
7108 S Kanner Hwy
Stuart, Fl 34997
- c. Render payment within 60 days of invoice.
- d. Obtain client consent.
- e. Be responsible for encouraging/overseeing revolving staff to ensure that behavioral management procedures learned during training are utilized and ethical guidelines are followed.
- f. Provide 15-day notice prior to any requested trainings.
- g. Understand any invoicing change needed will be considered, but not guaranteed during the authorized annual contract period.
- h. Communicate changes or requests within a timely manner. A two week notice is required before discontinuing a service line or staff position.

In Witness Whereof, the parties agree and have executed this Agreement on _____ through
_____. Either party, with a 30-day written notice, can dissolve this agreement at any time.

Agency Name - _____

Payee - Positive Behavior Supports Corp.

Payor Signature

Date

Payor Print Name

Point of Contact to Receive Invoices

Email Address

Physical Address

Phone Number

Contract Manager Print Name

Date



Michael Nolan, CEO, PBS Corp.



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING → CONSTRUCTION TESTING & INSPECTION

May 23, 2024

TES No. MP24-127

Mr. Carlos Aguilar
c/o Palermo Union Elementary School District
 7390 Bulldog Way
 Palermo, CA 95968
 Phone: 530-532-4251
 Email: caguilar@palermok8.org

PROJECT: Golden Hills Elementary School Shade Structure
 2400 Via Canela Road
 Oroville, CA 95966
 DSA File No.: 4-39 DSA App. No.: 02-121956

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Aguilar:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Golden Hills Elementary School Shade Structure 2400 Via Canela Road Oroville, CA 95966 DSA File No.: 4-39 DSA App. No.: 02-121956			
	Unit	Unit Cost	Total Unit Cost
Structural Steel			
Material Identification Inspection/HSS Seam	8/Hour	\$108/Hour	\$864
Subtotal for Structural Steel			\$864
Report Preparation			
Registered Civil Engineer	1/Hour	\$210/Hour	\$210
Project Management	1/Hour	\$141/Hour	\$141
Administrative Staff	1/Hour	\$90/Hour	\$90
Subtotal for Report Preparation			\$441
Travel			
Fuel Surcharge	2/Trips	\$35/Per Trip	\$70
Subtotal for Travel			\$70
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$1,375

CORPORATE OFFICE → 4539 N. Brawley Avenue #108, Fresno, CA 93722 → P 559.276.9311 → F 559.276.9344

MERCED OFFICE → 2345 Jetway Drive, Atwater, CA 95301 → P 209.384.9300 → F 209.384.0891

www.technicon.net

Rates (additional charges)	
Overtime @ 1.5 x \$108.00 (If required after 8 hours and Saturdays)	\$162.00/Hour
Double time @ 2 x \$108.00 (If required after 12 hours, Sundays and Holidays)	\$216.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.

*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully
TECHNICON Engineering Services, Inc.

Darren G. Williams, RCE
Principal



Accepted by:

Signature

Title Date

CONSULTING
CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 1 of 2

I SCOPE

Consultant (*TECHNICON*) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING
CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.



Resolution No. 24-09

Regarding Declaration of Emergency requiring contract for repairs, alterations, work or improvement without advertising for or inviting bids

RECITALS

WHEREAS, pursuant to Section 20113/20654 of the California Public Contract Code, in an emergency when repairs, alterations, work or improvement is necessary to permit the continuance of existing classes or to avoid danger to life or property, the Governing Board may by unanimous vote, with approval of the county superintendent of schools, make a contract in writing on behalf of the Palermo Union Elementary School District for the performance of labor and furnishing of materials or supplies for those purposes without advertising or inviting bids, or authorize the use of day labor or force account for this purpose; and

WHEREAS, beginning February 4, 2024, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, river and urban flooding, as well as power outages. These storms resulted in the closure of all four school sites within in the Palermo Union Elementary School District, as well as substantial damage to the facilities at Helen Wilcox School; and

WHEREAS, in the interest of permitting the continuance of existing classes and activities, the Palermo Union Elementary School District is in need of immediate repairs or other work which cannot be accomplished in a sufficiently timely manner if the repairs are required to be subject to the bidding and advertising requirements of the California Public Contract Code.

WHEREAS, the Palermo Union Elementary School District will seek the approval of the county superintendent of schools to conduct and pay for the repairs or other work on an emergency basis without competitive bidding.

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct.

AND BE IT FURTHER RESOLVED that an emergency exists within the meaning of Section 20113/20654 of the Public Contract Code, requiring repairs, alterations, work and/or improvements to Helen Wilcox School to permit the continuance of existing classes and/or to avoid danger to life or property, as described in Recitals B and C.

AND BE IT FURTHER RESOLVED that upon approval of the county superintendent of schools, the District shall secure a contract or use day labor or force account to perform the necessary repairs, alterations, work and/or improvements without advertising for or inviting bids.

AND BE IT FURTHER RESOLVED that the Superintendent is authorized and directed to take any necessary action to carry out the terms of this resolution.

PASSED AND ADOPTED by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on June 12, 2024 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

By: _____
President of the Governing Board

APPROVED:

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

COMMERCIAL IMPROVEMENT AGREEMENT

This document, including plans/specifications, if any, and all documents attached hereto shall constitute the Agreement. A "Notice of Cancellation" may be sent to the contractor at the address noted on the contract.

THIS AGREEMENT IS BETWEEN



Bridges Construction Inc.

License #607223

5846 Live Oak Drive Suite 2

Kelseyville, CA 95451

PHONE (707) 263-4000 FAX (888) 447-8641

THIS AGREEMENT IS ENTERED INTO
THIS DATE: Mar. 12, 24

DATE THE CLIENT SIGNED
THIS AGREEMENT: 3/20/2024
Click here to enter a date.

and REPRESENTATIVE / OWNER	NAME Cathy Aguilera/o Palermo USD			
	ADDRESS	CITY	STATE/ZIP	PHONE
	5737 Autrey Ln	Oroville	CA/95966	530-864-8619
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

Hereinafter called "Representative", "Owner" and/or "Trustor" agrees to pay therefore the price hereinafter set forth upon the following terms and conditions.

PROJECT

PROJECT ADDRESS - STREET	CITY	STATE	ZIP CODE
5735 Autrey Ln	Oroville	CA	95966

DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:


Replace affected insulation, vinyl tack board, cove base, suspended ceiling tiles, sheet vinyl, carpet tiles, and roof.

Check here if this space insufficient for complete specifications (staple additions to original and each copy).

Check here if there are plans.
If checked, additional specifications or plans are incorporated in this Agreement.

IMPORTANT NOTICE: Contracted scope of work is listed above. Any prior estimates provided to insurance or to the customer are for **estimation purposes only**. Individual line items from those estimates are specifically not mentioned or included in this contract. Customer credits will only be given in the case of a signed change order.

NOT INCLUDED: THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT AND ARE TO BE PROVIDED BY THE OWNER/REPRESENTATIVE.



 Initials Date Initials Date

ALLOWANCES: The following items, where specific prices are indicated, are included in the Contract Price as allowances for the purchase price of those items to be selected by Owner/Representative. Owner/Representative and Contractor agree to adjust the Contract Price after verification of actual cost difference (if any) of said items selected by Owner.

ADDITIONAL ALLOWANCES NOTES: Carpet per sqft: \$4.69, Vinyl per sqft: \$5.78

TIME FOR STARTING AND COMPLETION: Substantial commencement of work under this contract consists of the first day of delivery of materials to the job site.

APPROXIMATE START DATE

The approximate date on which work will be commenced is 1 week from material avail.

APPROXIMATE COMPLETION DATE

The approximate date of completion is 3 weeks from work beginning.

CONTRACT PRICE

PAYMENT: Owner/Representative agrees to pay Contractor a total price of One Hundred Thousand Dollars. (\$100,000.00)

Down payment: \$1,000.00

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. Price only valid for 30 Days from initial date estimate is provided, Contracts returned after 30 day period may need to be repriced due to market inflation.

The Schedule of Progress Payments will be:

Deposit due with contract: \$1,000.00

50% of contract price due once work begins: \$49,000.00

Final balance due upon completion: \$50,000.00

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made furnish to the person contracting for the residential improvement a full and unconditional release from any claim or Mechanic's Lien, pursuant to Sections 8400 and 8404 of the California Civil Code, for that portion of the work for which payment has been made.

All payments will be made within five (5) days after billing. Overdue payments will bear interest at the maximum legal permissible rate. If any payment is not made when due, Contractor may keep the job idle until such time as all payments due have been made. A failure of payment for a period in excess of said five (5) days shall be considered a major breach.

Dispute Resolution.

Contractor and Owner agree that any dispute or claim at law or in equity arising between them shall proceed to mediation prior to filing of any civil action. Costs incurred for the mediator shall be borne equally between the Parties. To the extent that the parties mutually determine that any dispute is not to be resolved through mediation, the parties hereby irrevocably agree that any suit, action, or proceeding must be brought in Lake County. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such suit, action or proceeding. With respect to any proceeding covered by this section, the prevailing party shall be entitled to recover all costs and expenses, including any amounts necessary to enforce the final determination and reasonable attorneys' fees incurred in connection with such proceedings.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT


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3/20/2024

Initials Date Initials Date

The owner/representative may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a owner/representative unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order. (2) The amount to be added or subtracted from the contract. (3) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Contractor or Owner prior to commencement of construction and subject to lending institution (if any) approval, may request funds to be placed in an Escrow or Funding Voucher Control Service prior to commencement of work with funds to be disbursed to Contractor in accordance with the escrow instructions or voucher orders signed by the Contractor. In the absence of an Escrow or Funding Control Service, funds will be paid directly to the Contractor in accordance with the progress payments schedule referred to above.

Do not sign this agreement before you read it or if it contains any blank spaces. Owner acknowledges that Owner has read and received a legible copy of this agreement signed by Contractor, including all terms and conditions herein included, before any work was done, and that Owner has read and received a legible copy of every document that owner has signed during the negotiation. If owner cancels this agreement after the right of recession has expired, and before commencement of construction, Owner shall pay Contractor the amount of expenses incurred to that date plus loss of profits.

			
Initials	Date	Initials	Date
	3/20/2024		

TERMS AND CONDITIONS

The terms and conditions on the following are expressly incorporated into this Agreement. This Agreement constitutes the entire understanding of the parties. No other understanding or representations, verbal or otherwise, shall be binding unless in writing and signed by both parties. This Agreement shall not become effective or binding upon Contractor until signed by Contractor or a principal of Contractor. By signature below, Owner acknowledges receipt of a fully completed copy of the Agreement.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P O Box 26000, Sacramento, California 95826.

List of Documents to be Incorporated into the Contract:

- (1) Construction Plans dated N/A , prepared by _____, and initialed by Contractor and Owner;
- (1A) Or List of Specifications dated N/A , initialed by Contractor and Owner;
- (2) Mechanics Lien Warning;
- (3) Information About Commercial General Liability Insurance (Home Improvement);
- (4) Insurance Notice. A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract;
- (5) Notice About the Three-Day/Seven-Day Right to Cancel (as applicable);
- (6) Notice of Cancellation (two copies);
- (7) Extra Work Order (Change Order) as an example for future use.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a Notice of Your Right to Cancel.

You, as Owner or Tenant, have the right to require the Contractor to have a Performance and Payment Bond, and the expense of the bond may be borne by the Owner or Tenant. (The Contractor can require you to pay for that bond).

THIS AGREEMENT CONSISTS OF 7 PAGES AND 8 ATTACHMENTS

DocuSigned by:
Ruthie Anaya 3/20/2024/24
764500B5636D44C...

OWNER/REPRESENTATIVE SIGNATURE

X /24

OWNER/REPRESENTATIVE SIGNATURE

DocuSigned by:
AUSON PETRIE 3/12/2024
E3B123899D6D496...

CONTRACTOR SIGNATURE

DS
RL 3/20/2024

 Initials Date Initials Date

TERMS AND CONDITIONS

ASBESTOS / HAZARDOUS MATERIALS

Owner represents that the property being improved does not contain asbestos and / or other hazardous materials. This contract does not contemplate the removal of, testing for appropriate corrective work and any other additional expenses incurred by the corrective work.

CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. SUBCONTRACTORS. Contractor may subcontract all or any portion of the work.
2. Contractor shall have the right to stop work and keep the job idle if payments are not made when due. Failure to make payment within five (5) days of the date that payment is due will be considered a material breach of this agreement. If the work shall be stopped for any reason, for a period of sixty (60) days, then Contractor may, at Contractor's option, upon five (5) days written notice, demand and receive payment for all work executed and material ordered or supplied, and any other loss sustained including Contractor's usual fee for overhead and profit based upon the contract price. Thereafter, Contractor is relieved from any further liability. In the event of work stoppage for any reason, Owner, shall provide for protection of and be responsible for, any damage, warpage, racking, or loss of material on the premises.
3. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. Any alterations or work undertaken to further this end shall be treated as an Extra Work.

CONTRACTOR'S RESPONSIBILITIES AND LIMITED WARRANTY

Contractor agrees to furnish the materials for the project and complete the work in a professional manner. All materials furnished under this Agreement shall be construction grade and meet industry standards. Where brand names have been specified, Contractor may select substitutes when such substitutions are due to unavailability or other circumstances beyond Contractor's control. All substitutions shall be consistent in quality and character to the selections previously specified. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor, Contractor's officers, directors, partners, employees, agents, and subconsultants, to Owner, and anyone claiming by, though, or under Owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Contractor -. THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY NOR ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION WITHIN THIS PARAGRAPH #1. THIS WARRANTY SHALL TERMINATE ONE YEAR FROM FINAL BUILDING INSPECTION OR THE DATE OF THE COMPLETION, WHICHEVER IS FIRST.

NOTE THAT EQUIPMENT, ASSEMBLIES, OR UNITS PURCHASED BY CONTRACTOR, INCLUDED IN THIS CONTRACT ARE SOLD AND INSTALLED SUBJECT TO THE MANUFACTURER'S OR PROCESSOR'S GUARANTEE OR WARRANTIES, AND NOT CONTRACTOR'S. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES GIVEN BY MANUFACTURERS

PERTAINING TO MATERIALS USED BY CONTRACTOR IN CONNECTION WITH THE PROJECT WILL BE PASSED THROUGH AND INURE TO THE BENEFIT OF OWNER.

1. Contractor shall pay all subcontractors, laborers and material suppliers. Contractor shall, to the best of Contractor's ability, keep Owner's property free of valid labor or material suppliers' liens.
2. A notice concerning workers' compensation insurance is attached to this contract.
3. A notice concerning commercial general liability insurance is attached to this contract.

ITEMS NOT RESPONSIBILITY OF CONTRACTOR

1. EXISTING VIOLATIONS AND CONDITIONS. Contractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Contractor is not responsible for any abnormal or unusual preexisting conditions or any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth required for same, such as, but not limited to that condition caused by poor soil, lack of compaction, hillside, or other slope conditions. Correction of such violations or abnormal conditions by Contractor shall be considered additional work and shall be dealt with as herein provided for under "Extra Work".
2. DELAYS. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons; failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.
3. Contractor is not responsible for matching existing paint or texture and further, there is no guarantee against hairline cracks or discolorization in stucco or concrete.

OWNER'S RESPONSIBILITIES

UTILITIES

1. The Owner is responsible for water, gas, sewer and electric utilities, from the appropriate agency to the metering device, unless otherwise agreed to in writing. It is the Owner's responsibility, at Owner's expense, to provide electricity and water to the site as needed by the Contractor.

ACCESS TO PROPERTY

2. Owner agrees to keep driveway clear and available for movement and parking of trucks and other equipment during normal working hours. If Owner denies access to any worker or material supplier during the scheduled working hours, the Owner will be held in breach of the Agreement and will be liable for such breach.

FINANCING

3. The Owner is responsible for having sufficient funds to comply with this Agreement.

KA 3/20/2024

 Initials Date Initials Date

INSURANCE

4. Owner will purchase insurance at Owner’s expense before any work begins. Such insurance will have course of construction, fire, vandalism, malicious mischief and other perils, clauses attached. The insurance must be in an amount at least equal to the contract price and provide that any loss be payable to the Contractor. The insurance is to cover the Owner, Contractor, Subcontractor and Construction Lender in the amount of their respective interests.

If the Owner does not purchase such insurance, the Contractor, as agent for the Owner may purchase it and charge such cost to the Owner.

DAMAGE OR DESTRUCTION

5. If the project or any portion of it is destroyed or damaged by fire, storm, flood, landslide, earthquake, theft, or other disaster or accidents, any work done by the Contractor to rebuild, etc., shall be paid for by Owner as an Extra and dealt with as herein provided for under “Extra Work”.

In the event of any of the above occurrences, If the cost of replacement work, for work already done by the Contractor, exceeds twenty (20) percent of the contract price, the Owner has the option to cancel the contract but, if the Owner cancels, the Contractor shall be paid for all costs incurred plus Contractor’s usual fee for overhead and profit for all work performed by Contractor to date of cancellation.

OWNER’S PROPERTY

6. It is the Owner’s responsibility to remove or protect any personal property including, but not limited to, carpets, drapes, furniture, driveways, lawns, and shrubs, and Contractor will not be held responsible for damages or loss of said items.

NOTICE OF COMPLETION

7. Owner agrees to sign & record a Notice of Completion within five (5) days after the project is substantially completed and ready for occupancy. Failure by the Owner to do so authorizes the Contractor to act as the Owner’s agent to sign and record a Notice of Completion. This agency is irrevocable and is an agency coupled with an interest. The Contractor has the right to bar occupancy of the project by Owner or anyone else until Contractor has received all payments due under the contract and the Notice of Completion is recorded. When the Owner or another authorized by the Owner uses and / or occupies the premises then the project is considered completed. If a funding or joint control is used it is agreed that the control shall act as the Owner’s agent and sign and record a Notice of Completion.

BOUNDRY LINES

8. The Owner represents ownership of the property where construction is to occur. It is the Owner’s duty to point out boundary lines of the property and Owner is responsible for the accuracy of such lines and how they are represented on drawings. If required, the Owner will pay for a survey to chart boundary lines.

EASEMENTS, ETC.

9. Prior to construction the Owner is to give the Contractor a copy of any easements, restrictions or rights of way relating to the property. If Owner does not do so, Contractor will assume that none exist.

ENGINEERING AND GEOLOGY

10. Unless specifically agreed upon in writing between Owner and Contractor, and made a part of this Agreement under “Description of Materials”, “Specifications” or “Plans”, this

agreement does not include any engineering or geology surveys, drawings, studies, reports or calculations as may be required by a public body or building authority as a condition for issuance of building permit or as a condition to securing final building inspection. The cost of any such required professional services shall be paid by Owner.

OTHER

DRAWINGS AND SPECIFICATIONS

1. The project will be constructed according to drawings and specifications that have been examined by Owner and that have been or may be signed by the parties to this contract. Unless specifically provided in the drawing or specifications, Contractor will obtain and pay for all required building permits. Owner will pay any assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, or other utilities including sewer and storm drain reimbursement charges, use fees, revolving fund charges, hookup charges and the like.

ITEMS EXCLUDED

2. Unless specifically agreed upon in writing between Owner and Contractor and made part of this Agreement, under “Description of Work”, “Description of Material”, “Specifications”, or “Plans”, this contract does not include:

- a. Plumbing, gas, waste and water lines outside foundations of existing buildings or any required relocation or replacement of any such existing lines that may be discovered within the boundaries of any new ground floor addition
- b. Electrical service, other than addition of circuit breakers or fuse blocks to distribute electric current to new outlets;
- c. Any work which may be required regarding cesspools or septic tanks.
- d. Rerouting, relocating or replacing vents, pipes, ducts or conduits not shown or those encountered during construction or changes required to existing wiring, vents, pipes, ducts or conduits in areas undisturbed by construction. Unless specified elsewhere, existing wiring and electrical systems are represented by the Owner as adequate to carry load for existing structure and work to be performed herein;
- e. Any additional work required for excavation or foundations due to inadequate bearing capacity or rock or any other material not removable by ordinary hand tools
- f. Any work to correct damage caused by termites or dry rot;
- g. Changes or alterations from the specifications which may be required by any public body, utility or inspector.
- h. Painting, preparation, filing, finishing, grading, retaining walls, new or relocating gutters and downspouts, screen doors, weather stripping, staining, seeding, landscaping, or decorating. Any work necessary to correct, change, alter or add the above items will be considered additional work and shall be dealt with as herein provided for under “Extra Work”.

MEASUREMENTS

3. Measurements, sizes and shapes in plans and specifications are approximate and subject to field verification. Unless otherwise specified, all dimensions are exterior dimensions. In the event of a conflict between the plans, specifications, etc., and the Agreement, this Agreement is controlling. Contractor is not responsible for any existing illegal conditions.

MATERIAL REMOVED AND DEBRIS

4. Unless specifically designated by Owner in writing, prior to commencement of construction, Contractor may dispose of all

material removed from structures in course of alteration. Also, the Contractor is to remove construction debris at the end of the project and leave premises in a neat broom-clean condition.

FLOOR COVERING

5. Unless specifically agreed upon in writing, floor covering is not covered under this Agreement.

ADDITIONAL REQUIREMENTS FOR COMPLETION

6. Contractor shall promptly notify Owner of any additional requirements necessary to facilitate the project's completion. Any subsequent amendment, modification or agreement, which operates to alter this contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this contract and shall be controlling in case of conflict, to the extent that it alters this contract.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

7. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure to have written authorization shall not be deemed fatal to the collection of the extra work.

For any extra work performed. Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments, made under the payments scheduled. For each change order, there will be a \$150 processing fee.

Any change-order forms for changes or extra work shall be incorporated in, and become part of the contract.

STANDARDS FOR SPECIFICATIONS

8. If all or any part of the following is included in this Agreement under Specifications, the following will apply: All cabinets to be paint grade, or if same is noted to be other than paint grade, to be of veneer construction. All cabinet doors to be lipped construction. All inside portions such as shelves, bulkheads, and partitions may be of other species than exposed portions, but not limited to solid stock plywood, or particle board with fixed shelves without backs. All plumbing fixtures to be white in color and selected by Contractor. All appliances and fixtures to be Builders models. Medicine cabinets to be single, recessed, and metal. Tile, if ceramic, to be domestic, non-decorator, 4 1/4" x 4 1/4". All fireplaces to be prefab with a metal flue. All extra materials remain the property of the Contractor. If any of the materials used vary from the above, such variation must be agreed upon between Contractor and Owner, in writing and listed in this Agreement under "Specifications", "Description of Materials" or attached to this Agreement and initialed by Owner and Contractor.

CORRECTIVE WORK

9. If minor corrective or repair work remains to be finished after the project is ready for occupancy, Contractor shall perform work expeditiously and Owner shall not withhold any payment pending completion of such work. If major corrective or repair work remains to be finished after the building is ready for occupancy, and the cost exceeds one (1) percent of the gross contract price, the Owner may withhold payment sufficient to pay for completion of the work, pending completion of the work, but may not withhold an amount which is greater.

GENERAL

10. This contract, including incorporated documents, constitutes the entire agreement of the parties. No other oral or written agreements between Contractor and Owner, regarding construction to be performed exist.

11. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

NOTICE

Any notice required or permitted under this contract may be given by ordinary mail sent to the address of either the Owner or Contractor as listed in this contract, but the address may be changed by written notice from one party to the other. Notice is considered received five (5) days after deposited in the mail, postage paid.

ATTORNEY FEES

In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

DS <i>RL</i>	3/20/2024
_____ Initials	_____ Date
_____ Initials	_____ Date



Resolution No. 24-10

Resolution approving application to the State Water Board for a California Expedited Drinking Water Grant to construct the Honcut School Water System Improvement Project and delegating authority to enter into a grant agreement relating thereto

WHEREAS, the California State Water Resources Control Board (the "State Water Board"), through its Division of Financial Assistance, Office of Sustainable Water Solutions, administers the Expedited Drinking Water Grant Program ("Program") which Program utilizes a variety of state funding sources to provide grants to local agencies, including school districts, for drinking water infrastructure projects;

WHEREAS, the Palermo Union Elementary School District ("District") is eligible to receive a grant under the Program and is in need of constructing, installing and performing the improvements to its drinking water system at and for Honcut Elementary School, known as "The Honcut School Water System Improvement Project," as further described in Exhibit A attached hereto and incorporated herein (the "Project");

WHEREAS, District staff has prepared an application to the State Water Board for a grant under the Program to fund all or a portion of the Project;

WHEREAS, District staff recommends that this Board of Trustees ("Board") approves the application for the Program grant to fund the Project and authorizes the execution of the Grant Agreement with the State Water Board, substantially in the form provided to the Board at this meeting and on file with the Superintendent of the District; and

WHEREAS, in order for the State Water Board to consider the District's application for funding, the District must complete and submit to the State Water Board the completed Program application along with this Resolution, signed and adopted by this Board.

NOW THEREFORE, the Board of Trustees of the Palermo Union Elementary School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. That the District, on its own behalf, and with State Water Board's technical assistance provided by PACE Engineering, is authorized to apply for a grant from the Water Boards for the Project under the Program.

Section 3. That if recommended for funding by the Water Board, the Board authorizes the District to accept the Project grant and accept all terms and conditions of the Grant Agreement.

Section 4. That the Board hereby delegates authority to the District's Superintendent, Assistant Superintendent of Business Services, and designees of either of them (each, an "Authorized Officer"), to proceed with completing, executing and delivering, on behalf of the District, the Grant Agreement and any amendments thereto and all other necessary documents, and to take all steps and perform all actions necessary, to implement and carry out the purpose of this Resolution, and to undertake all actions necessary to

undertake and complete the Project, including proceeding with proper procurement to award the implementation of the Project to a contractor pursuant to relevant legal authority.

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

Section 5. That the Board hereby further delegates authority to the Authorized Officers to submit, or direct PACE Engineering to submit, to the State Water Board, on behalf of the District, (i) all the documents comprising the Program application packet, including without limitation, this Resolution, signed and adopted by this Board, and (ii) if and to the extent the Project is approved for grant funding by the State Water Board, the completed and signed Grant Agreement, along with any amendments thereto, and an opinion letter from Dannis Woliver Kelley, as legal counsel to the District, regarding the enforceability of the Grant Agreement and related matters.

Section 6. That no contract to implement the Project made pursuant to this delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until the contract is approved or ratified by the Board in accordance with section 17604 of the Education Code, evidenced by a motion of the Board duly passed and adopted.

PASSED AND ADOPTED on this 12th day of June, 2024 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

By: _____
Board President

ATTEST:

By: _____
Board Clerk

EXHIBIT A

SCOPE OF WORK – HONCUT SCHOOL WATER SYSTEM IMPROVEMENT PROJECT

- Construct new concrete masonry unit (CMU) block well building at Honcut Elementary school ("Site") to house the new well with a separate chlorine room.
- Install new 50 GPM submersible well pump.
- Install new chlorine day tank, pump, and appurtenances.
- Install new 400-gallon bladder tank.
- Install new piping and appurtenances to connect the new well to each classroom and the irrigation system.
- Install new generator, automatic transfer switch, and related connections.
- Install new fencing to protect the water system infrastructure.
- Destroy the old well per Department of Water Resources (DWR) Bulletin 74-81 and 74-90.
- Remove the building and all above-ground appurtenances associated with the old well.
- Relocate the District's septic tank and leach field located at the Site



**NOTIFICATION TO CONSOLIDATE
GOVERNING BOARD MEMBER
ELECTIONS**

Date: May 17, 2024
To: Palermo Union Elementary School District
From: Mary Sakuma, Butte County Superintendent of Schools
Re: Notification to Consolidate Governing Board Member Elections

In accordance with the provisions of the Education Code, you are hereby notified that the governing board member election to be held on November 5, 2024, is required to be consolidated with the General Election in Butte County.

NUMBER OF GOVERNING BOARD MEMBERS TO BE ELECTED:

2 for a 4-year term to fill the seats of the following governing board members:

Debbie Hoffman
Mark McClarren

*Notification to a high school board may name elementary districts here or an attached list, or may read here "in each elementary school district comprising the above-named High School Districts."

Remaining Board Members: **Cody L. Nissen, Kimberly Tyler, Justin Younger**



Resolution No. 24-11
Regarding Costs of Candidates' Statements

WHEREAS, pursuant to Elections Code § 13307 – 133307.5, each candidate for elective office may prepare a candidate’s statement for inclusion in the voter’s pamphlet.

BE IT THEREFORE RESOLVED by the Governing Board of the Palermo Union Elementary School District, that each candidate for a position on the Governing Board shall be required to pay his or her pro rata share of the cost of printing, handling, translating and mailing of the candidate’s statement filed pursuant to California Elections Code § 13307 – 133307.5, in accordance with said section for the General Election to be held November 5, 2024.

PASSED AND ADOPTED by the Palermo Union Elementary School District Governing Board, this 12th day of June, 2024 by the following vote:

AYES: _____
(Board Member’s Names)

NOES: _____
(Board Member’s Names)

ABSENT: _____
(Board Member’s Names)

ABSTENTION: _____
(Board Member’s Names)

(President of the Governing Board)

ATTEST:

By: _____
(Secretary of the Governing Board)



Resolution No. 24-12
Order of Election
(Education Code § 5000, 5018, 5304 & 5322)

Resolution Ordering Governing Board Member Election

WHEREAS, the regular biennial election of Governing Board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of Governing Board members of the Palermo Union Elementary School District of Butte County, now be it

RESOLVED that, the County Superintendent of Schools for this county call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code § 5304 and 5322.

Specifications of the Election Order

The election shall be held on Tuesday, November 5, 2024.

The purpose of the election is to elect two (2) members of the Governing Board of the Palermo Union Elementary School District.

Offices Subject to Election: Two (2) Members 4 year terms

IT IS FURTHER ORDERED that the clerk or secretary of the Palermo Union Elementary School District Governing Board shall deliver not less than 123 days prior to the date set for the election, one (1) copy of the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the Palermo Union Elementary School District Governing Board of Butte County, being the board authorized by law to make the designations therein contained on June 12, 2024.

Signed: _____
(Clerk/Secretary of the Governing Board)

Instructions: After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two (2) copies to the County Superintendent of Schools and one (1) to the officer conducting the election, not less than 123 days prior to the date set for the election (Election Code 5322). One (1) of these copies is to be delivered by the County Superintendent to the County Clerk or Registrar of Voters, with a copy of the Notice of Election, at least 120 days prior to the day of election (Education Code 5324).

Instruction: If the election is called under Education Code § 5018 insert:

"Another purpose is to measure whether the number of members of the Governing Boards of the Palermo Union Elementary School District shall be increased from three to five."

AND

"Another purpose of the election shall be to elect two additional members of the governing board of the Palermo Union Elementary School District to serve if the above measure is approved."

Remaining Board Members: Cody Nissen, Justin Younger & Kimberly Tyler



**Resolution No. 24-13
Establishing Procedure**

In Case of Tie Vote at Governing Board Election

WHEREAS, two (2) members of the Palermo Union Elementary School District Governing Board are to be elected at the November 5, 2024 election; and

WHEREAS, Education Code § 5304 provides that the Governing Board has the duty to resolve tie votes in governing board elections; and

WHEREAS, Education Code § 5016 provides that the Governing Board may either call a runoff election or determine the winner or winners by lot.

BE IT THEREFORE RESOLVED that, in the event a tie vote makes it impossible to determine which of two or more candidates has been elected to the Governing Board, the winner shall be determined by lot.

PASSED AND ADOPTED by the Palermo Union Elementary School District Governing Board, this 12th day of June, 2024 by the following vote:

AYES: _____
(Board Member's Names)

NOES: _____
(Board Member's Names)

ABSENT: _____
(Board Member's Names)

ABSTENTION: _____
(Board Member's Names)

(President of the Governing Board)

ATTEST:

By: _____
(Secretary to the Board)

Remaining Board Members: Cody Nissen, Justin Younger & Kimberly Tyler

Palermo Union Elementary School District

WORKPLACE VIOLENCE PREVENTION PLAN

Last Updated: April 2024

TABLE OF CONTENTS

PURPOSE AND AUTHORITY 3
RESPONSIBILITY 4
PROCEDURES AND IMPLEMENTATION..... 5
PLAN COMMUNICATION 5
RESPONDING TO REPORTS OF WORKPLACE VIOLENCE 5
EMPLOYEE COMPLIANCE 6
EMPLOYEE COMMUNICATION 7
EMPLOYER EVALUATION AND RESPONSE 8
EMPLOYEE TRAINING 9
RECORDKEEPING 9
HAZARD ASSESSMENTS..... 10
DEFINITIONS..... 11

PURPOSE AND AUTHORITY

California SB 553 requires California employers to establish, implement, and maintain an effective Workplace Violence Protection Plan (WVPP) at all times in all work areas.

The Palermo Union Elementary School District (PUESD) developed its workplace violence prevention plan to address and proactively mitigate the four types of workplace violence as defined by Labor Code (LC) Section 6401.9. The WVPP includes the following components:

1. Job titles or persons responsible for implementing and maintaining the plan.
2. Methods to ensure employees understand their respective roles, as provided in the plan.
3. Procedures for the employer to accept and respond to reports of workplace violence and to prohibit retaliation against an employee who makes such a report.
4. Procedures to ensure that supervisory and nonsupervisory employees comply with the plan.
5. Procedures for an employee to report a violent incident, threat, or other workplace violence concern to the employer or law enforcement without fear of reprisal. Procedures to communicate with the employee during and after the investigation.
6. Procedures to respond to actual or potential workplace violence emergencies, including, but not limited to, all of the following:
 - a. Methods to alert employees of workplace violence emergencies' presence, location, and nature.
 - b. Evacuation and sheltering protocols.
 - c. Training of employees in options-based approaches to emergencies.
7. Procedures to develop and provide employee training
8. Procedures to identify and evaluate workplace violence hazards, including, but not limited to, scheduled periodic inspections to identify vulnerabilities and work practices and employee reports and concerns. The evaluation and response team shall conduct inspections:
 - a. After the plan is implemented on July 1st, 2024
 - b. After each workplace violence incident
 - c. Whenever the employer is made aware of a new or previously unrecognized hazard.
9. Procedures to correct workplace violence hazards identified above promptly consistent with the IIPP, including:
 - a. Procedures for post-incident response and investigation.
 - b. Procedures to review the effectiveness of the plan and revise the plan, including:
 - i. Obtaining the active involvement of employees and authorized employee representatives in reviewing the plan.
10. A written log recording incidents of workplace violence, training, and hazards.

RESPONSIBILITY

Administrators

The Superintendent or their designee will have the following responsibilities:

1. Review and update the Workplace Violence Prevention Plan (WVPP).
2. Receive and respond to employee reports of workplace violence hazards.
3. Ensure employees receive annual training on the WVPP.
4. Complete the employee workplace violence hazard log.
5. Conduct ongoing workplace violence hazard inspections on PUESD facilities.
6. Evaluate any information received from the Assistant Superintendent of Human Resources.

The Human Resources Technician will have the following responsibilities:

1. Receive and evaluate all workplace violent incident reports.
2. Notify the Superintendent or their designee of any reports that are received.
3. Determine if the Superintendent or their designee needs to provide further evaluation, investigation, or support.
4. Maintain the workplace violent incident log.
5. Implement management strategies for workplace violence incidents.

Managers and Supervisors

All managers or supervisors employed by PUESD are responsible for implementing and maintaining the WVPP in their work areas, answering employees' questions and ensure that employees follow reporting procedures and this plan's provisions.

Employees

All employees will follow all WVPP directives, policies, and procedures and assist in maintain a safe work environment.

Employees should immediately report all workplace violence and hazards to their immediate supervisor and submit a written report to the Human Resources Technician. If there is an immediate life threat to any employee, employees should activate the 911 system before submitting any reports. Employees should submit reports without fear of reprisal.

Employees who are teleworking from a location of the employee's choice and not under the control of PUESD are not subject to this plan.

School Site Behavioral Threat Assessment Team

Multidisciplinary school site behavioral threat assessment teams can be activated to assess concerning or threatening behaviors for students at each school site. The Superintendent or their designee will assist schools with identifying concerning behaviors, assessments, and management strategies.

PROCEDURES AND IMPLEMENTATION

Involving employees in developing and implementing the WVPP is critical to the program's effectiveness. PUESD welcomes and encourages employees to participate in this plan's initial implementation and ongoing development. PUESD will utilize the following procedures to involve employees in the development and implementation of this plan:

The Superintendent will consult with all bargaining units and employee groups in regards to the development of the plan, logging procedures, employee training, the reporting process, the annual review and updates to the plan.

All employees can continue participating in the WVPP by participating in the annual training and reporting newly identified workplace violence hazards.

PLAN COMMUNICATION

PUESD recognizes the importance of all employees understanding all aspects of this plan and how to report incidents of workplace violence. PUESD encourages employees to report workplace violence or workplace violence hazards without fear of reprisal. PUESD will communicate the WVPP by using the following procedures:

1. Provide an annual interactive training session for all employees.
2. Provide a WVPP reporting form on all district websites and hard copies of the report form in all offices, so all employees can report workplace violence incidents and hazards.
3. Every reporting employee will receive direct contact from a member of the investigation team after a report is submitted.
4. Employees will receive updates on any newly identified workplace violence hazards and steps taken to mitigate the danger.

RESPONDING TO REPORTS OF WORKPLACE VIOLENCE

Employees should call 9-1-1 if the threat or act of violence is imminent.

If the employee is not in imminent danger, the employee will submit a report by completing the workplace violence reporting form. If the employee's supervisor is not the perpetrator, the employee should make a verbal report to their direct supervisor and submit the workplace violence reporting form.

The following additional practices will ensure compliance and transparency with the workplace violence prevention program reporting procedures:

- Reports will go directly to the Human Resources Technician.
- All employees will receive training to know, understand, and report within the definitions of workplace violence and workplace violence hazards.
- If a supervisor receives a verbal report from an employee, he or she will assist or direct the employee to complete a WVPP report.
- Cross-reports will be submitted to the police or other authorities if required.
- Reports are kept confidential and will only be accessed by the investigation team as needed to assist in the investigation.
- The investigation team will investigate every report. The employee who made the report will be notified regarding the outcome of the investigation and corrective actions/steps taken.
- The investigation team may contact employees to gather additional information (e.g., clarify statements, document evidence, or ask follow-up questions).
- All reports of workplace violence will be documented in the "Violent Incident Log" for recordkeeping and reporting purposes.

Active Workplace Violence Emergencies

Employees could be alerted to emergencies and workplace violence in multiple different ways. Employees may be alerted by an intercom system, emails, text messages, phone calls, Catapult EMS, Butte County CodeRED, and other public announcement systems.

Employees should reference the PUESD Quick Action Guide for information on Evacuation, Reunification, Shelter-in-Place, Stay, Secure, and Lockdown. As part of the WVPP employee training, employees will receive run, hide, and fight training.

Employees must understand that workplace violence may have no warning or announcements before the violent incident occurs. Employees who observe an emergency should notify 9-1-1 and other employees of the nature and location of the emergency.

EMPLOYEE COMPLIANCE

While the Superintendent or their designee oversees the development, implementation, and maintenance of the WVPP, all employees are responsible for adhering to their roles, responsibilities, and training provided under this plan. Supervisors and managers will use the following procedures to ensure employees comply with the WVPP:

- Ensure that employees take/attend the training(s) and refresher training(s) assigned to them.
- Monitor employee adherence to topics and concepts covered in the training.
- Follow the established corrective action process if an employee or supervisor does not follow elements of this plan.

Corrective Action

Site Administrators, Directors, and Managers will use all disciplinary methods available to them to ensure that employees follow established safety policies and procedures. An employee who fails to adhere to the procedures and practices of this plan shall be subject to the following corrective actions:

1. Retraining
2. Verbal Counseling
3. Performance evaluations
4. Written warnings
5. Other forms of disciplinary action

EMPLOYEE COMMUNICATION

Employees should use the workplace violence reporting form to report all workplace violence-related incidents, threats, and concerns to the Human Resources Technician. If the threat or act of violence is imminent, employees should contact emergency services directly by calling 9-1-1 before completing the report form.

When making a report of workplace violence using the workplace violence reporting form, employees will provide the following information:

1. Your name, phone number, job title, and department
2. Circumstances at the time of the incident, including but not limited to the following:
 - a. Were you completing your regular job duties?
 - b. Were you working in a poorly lit area?
 - c. Were you rushed?
 - d. Were you working at a low staffing level?
 - e. Were you isolated or alone?
 - f. Were you unable to get help or assistance?
 - g. Were you working in a community setting?
 - h. Were you working in an unfamiliar or new location?
3. Person of Concern information
 - a. Name, contact information, physical description
4. Date and time the incident occurred
5. Incident information
 - a. Incident location
 - b. Detailed description of the incident
 - c. Were there any witnesses?
 - d. Was law enforcement contacted?
 - e. Was medical attention required?
 - f. Was your immediate supervisor notified?

EMPLOYER EVALUATION AND RESPONSE

When responding to a workplace violence report, the Human Resources Technician will receive the report and notify the Superintendent or their designee. The Human Resources Technician and the Superintendent or their designee will complete the following:

1. Determine if the report meets the definition of workplace violence.
2. Determine if any additional help is needed from the Superintendent or their designee.
3. Determine any steps to protect the reporting employee or any other employee against an immediate threat of violence.
4. Review previous incidents.
5. Gather all relevant information (interview employees, visit the location, document evidence, ask follow-up questions), and capture the following information:
 - a. Was security or law enforcement contacted?
 - i. If so, what was their response (please explain):
 - ii. Actions taken to protect employees from a continuing threat or any other hazards resulting from the incident (please explain)
 - b. The person who is completing the employer's response/log:
 - i. Name
 - ii. Title
 - iii. Date
6. Evaluate the findings to identify the root cause.
7. Define corrective actions/steps to be taken to address each cause.
8. Coordinate with the necessary departments/staff to implement corrective actions.
9. Communicate your findings and corrective actions back to the reporting employee.
10. Monitor the effectiveness of corrective actions taken.
11. Document the incident and all correlating information in the "Violent Incident Log" for recordkeeping and reporting purposes.
 - a. The Violent Incident Log shall omit the following information of any person involved in the incident:
 - i. Name
 - ii. Address
 - iii. Electronic mail address
 - iv. Telephone number
 - v. Social security number
 - vi. Other information that, alone or in combination with other publicly available information, reveals the person's identity.
 - b. The Violent Incident Log shall include the following:
 - i. The date, time, and location of the incident
 - ii. Workplace violence type
 - iii. Detailed description of the incident
 - iv. Perpetrator classification to employee
 - v. Classification of circumstances at the time of the incident

- vi. Classification of where the incident occurred
- vii. Type of incident
- viii. Consequences of the incident
 - 1. If law enforcement was contacted
 - 2. Actions taken to protect the employee and correct hazards
- ix. Name and job title of the person who completed the log
- x. Date the log entry was completed.

EMPLOYEE TRAINING

The Palermo Union Elementary School District will provide all employees with annual training that includes, but is not limited to, all of the following:

1. The definitions and requirements of SB 553.
2. How to report workplace violence incidents to PUESD and law enforcement without fear of reprisal.
3. How to report unrecognized workplace violence hazards.
4. Types of logs and how to obtain a copy of each log.
5. Responding to emergencies.
6. Review of the PUESD Quick Action Guide.
7. Respond to violence with Run/Hide/Fight.
8. How to obtain a copy of the plan at no cost and how to participate in its continuous development.
9. Ask questions and receive answers from someone knowledgeable about the employer's plan.
10. Employee participation in the continuous development of the plan.

PUESD will provide additional training when a new or previously unrecognized workplace violence hazard is identified or necessitates changes to the plan. The extra training may be limited to addressing the new workplace violence hazard or modifications to the plan.

RECORDKEEPING

Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for at least five years.

Training records will be created and maintained for at least one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Violent incident logs will be maintained for at least five years.

Records of workplace violence incident investigations will be maintained for at least five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

All records required above will be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.

Vulnerability assessment and inspection reports are subject to California Government Code section 7929.200.

The Superintendent or their designee will ensure that all relevant records are completed, maintained, and made available upon request as required by this program and Cal/OSHA. A safe and healthy workplace is the goal of everyone at the Palermo Union Elementary School District, with responsibility shared by management and staff alike.

HAZARD ASSESSMENTS

PUESD will conduct periodic inspections for workplace hazards and security. A multidisciplinary evaluation and response team could include employees from maintenance and operations, information technology, human resources, and the emergency preparedness department. The team will conduct annual plan reviews, post-incident responses, evaluations of new hazards, and periodic inspections.

Any employee who identifies a workplace violence hazard is encouraged to report it using the PUESD workplace hazard reporting form that is available on all district webpages and in all site offices.

Hazards located during a workplace violence inspection will be documented and corrected promptly.

Hazard assessments will be performed:

- Annually
- When a new or previously unidentified violence hazard is recognized
- Post-workplace violence incident
- New PUESD facilities or significant changes to existing PUESD facilities

Inspections will be performed through the lens of the four types of violence outlined in SB-553.

Type 1 Violence Assessments will assess anyone with no legitimate business at the worksite and include violent acts by anyone who enters the workplace or approaches workers intending to commit a crime. The assessment will consist of:

- Natural surveillance for employees to observe the exterior of the facility.
- Exterior physical measures and points of entry into the buildings.

- Employee response to a crime in progress.
- Procedures for employees to interact and report unknown persons on the properties of PUESD.

Type 2 Violence Assessments will assess violence directed at employees by customers, clients, patients, students, inmates, or visitors. The assessment will include:

- Access within the interior of the workplace.
- Physical barriers, locks, security systems, and exit/entry points.
- Adhere to visitor management policies and monitor visitors in the workplace.
- Employee evacuation routes and relocation areas.
- Warning and communication systems.
- Employees' ability to handle hostile persons.

Type 3 Violence Assessments will assess violence against an employee by a present or former employee, supervisor, or manager. Type 4 violence inspection will assess violence directed at an employee's workplace by a person who does not work there but has or is known to have had a personal relationship with an employee. The assessment will include:

- Warning signs of potential workplace violence
- Visitor management for people visiting with known relationships with employees.
- Communication with employees, supervisors, and managers.
- Facility access to former employees.
- Review of reports received from employees and facilities.
- Employee termination and disciplinary action procedures.

Type 4 Violence Assessments will assess violence directed at an employee's workplace by a person who does not work there but has or is known to have had a personal relationship with an employee. The assessment will include:

- Warning signs of potential workplace violence
- Visitor management for people visiting with known relationships with employees.
- Communication with employees, supervisors, and managers.
- Facility access to former employees.
- Review of reports received from employees and facilities.
- Employee termination and disciplinary action procedures.

DEFINITIONS

For this plan, the following definitions apply:

Emergency - Unanticipated circumstances that can be life-threatening or pose a risk of significant injuries to employees or other individuals.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness – Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness, or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct that conveys an intent or is reasonably perceived to convey an intent, to cause physical harm or instill fear of physical harm in someone, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment excluding lawful acts of self-defense or defense of others. This includes, but is not limited to the following:

- The threat or use of physical force against an employee resulting in, or having a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of everyday objects as weapons, regardless of whether the employee sustains an injury.

Type 1 workplace violence - workplace violence committed by a person with no legitimate business at the worksite, including violent acts by anyone entering the workplace or approaching workers with the intent to commit a crime.

Type 2 workplace violence - workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 workplace violence - workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 workplace violence - workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Work practice controls – procedures and rules which are used to effectively reduce workplace violence hazards.



DANNIS WOLIVER KELLEY

Attorneys at Law

CHRISTIAN M. KEINER

Attorney at Law
ckeiner@DWKesq.com

Sacramento

May 15, 2024

VIA EMAIL

Kathleen Andoe-Nolind
Superintendent
Palermo Union School District
7390 Bulldog Way
Palermo, CA 95968
kandoe@palermok8.org

Re: 2024-2026 Agreement for Professional Services

Dear Kathy:

For almost five decades, DWK has provided quality legal advice and wise counsel to California school and community college districts. Our reward in this worthy endeavor is the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas.

Together, we have confronted and overcome a multitude of challenges from the local to the global and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will continue to support you with our full range of expertise to provide excellent education programs to millions of California students even in the face of a mercurial economy.

Attached is our Agreement for Professional Services for the 2024/2025 and 2025/2026 school years ("Agreement"). Our rate ranges have remained unchanged since 2022. With this Agreement, the top end of our attorney rate ranges is increasing by approximately five percent (5%) with one attorney's rate (Greg Dannis) increasing by eight percent (8%). Non-attorney rates (i.e., law clerks and paralegals) are also increasing by up to eight percent (8%). We agree to maintain these ranges for the two-year term of our Agreement. This means there will be no changes to the billing ranges during this time period; however, individual attorney hourly rates may be adjusted within the existing ranges during the term of the Agreement.

We look forward to serving the District in the coming school years and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

Dannis Woliver Kelley

Christian M. Keiner
CMK:fh

SAN FRANCISCO
200 California Street
Suite 400
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
444 W. Ocean Blvd.
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO
2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

EAST BAY
2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

FRESNO
7170 N Financial Drive
Suite 135
Fresno, CA 93720
TEL 559.388.5802
FAX 559.388.5803

www.DWKesq.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 15, 2024, by and between the Palermo Union School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain

responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at <https://www.dwkesq.com/ccpa/>. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

PALERMO UNION SCHOOL DISTRICT

Kathleen Andoe-Nolind
Superintendent

Date

DANNIS WOLIVER KELLEY



Christian M. Keiner
Attorney at Law

May 15, 2024

Date



Marie A. Nakamura
Attorney at Law

May 15, 2024

Date

At its public meeting of _____, 2024, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.