

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

Superintendent
Gary Rogers

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

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

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

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

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

An Equal Opportunity Employer

REGULAR BOARD MEETING AGENDA

June 24, 2026

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. 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 June 17, 2026 Regular Board Meeting.
- b. Quote from Curriculum Associates for i-Ready products and services.

REFERENCE #1

Reports

- c. Events Calendar
- d. Palermo Account Ledger | May 1, 2026 – May 31, 2026

REFERENCE #2

REFERENCE #3

CONSENT AGENDA APPROVAL

ACTION____MOTION____SECOND____VOTE____

8. ITEMS REMOVED FROM CONSENT AGENDA

- a. ACTION____MOTION____SECOND____VOTE____
- b. ACTION____MOTION____SECOND____VOTE____

9. Staff Reports/Business Items

- a. Annual Report on Self-Evaluations for Preschool/Toddler Programs for the California Department of Education (CDE) and the California Department of Social Services (CDSS), presented by Kimberly Butcher, Director of Preschool Programs.
- b. Presentation of the proposed 2026-27 Original Budget for the Palermo Union Elementary School District by Ruthie Anaya, Assistant Superintendent of Business Services.

- c. It is recommended the proposed 2026-2027 Palermo Union Elementary School District Budget be approved.

[Available for Review on the District Website](#)

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- d. It is recommended the 2026-2027 Expenditure Protection Act (EPA) Funding Plan be approved.

REFERENCE #4

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- e. Presentation of the 2025-2026 California School Dashboard Local Indicators by Superintendent, Gary Rogers.

- f. It is recommended the 2026-2027 Local Control and Accountability Plan (LCAP), Budget Overview for Parents for the Palermo Union Elementary School District, be approved.

[Available for Review on the District Website](#)

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- g. It is recommended that the following 2025/2026 School Plan for Student Achievement (SPSA) be approved:

Helen Wilcox Elementary School
Honcut Elementary School
Golden Hills Elementary School
Palermo Middle School

[Available for Review on the District Website](#)

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- h. It is recommended that the 2026-2027 Consolidated Application (ConApp), enabling Palermo Union Elementary School District to receive funding for categorical programs, be approved.

ACTION _____ MOTION _____ SECOND _____ VOTE _____

- i. It is recommended that Board Resolution No. 26-14, which authorizes holders of a Multiple Subject Credential to teach in a departmentalized classroom below grade 9 in accordance with Education Code 44256 (b), be approved.

REFERENCE #5

ACTION____MOTION____SECOND____VOTE____

- j. It is recommended that Board Resolution No. 26-15, which authorizes holders of a valid credential to teach departmentalized classes in grades K-12, provided their competence is verified in accordance with Education Code 44258.3, be approved.

REFERENCE #6

ACTION____MOTION____SECOND____VOTE____

- k. It is recommended the agreement between Palermo Union Elementary School District and The Flippen Group LLC dba Capturing Kids' Hearts, for professional development services, be approved. (\$72,000 – Community Schools Grant)

REFERENCE #7

ACTION____MOTION____SECOND____VOTE____

- l. It is recommended that the Extreme Weather Protocols Plan be approved.

REFERENCE #8

ACTION____MOTION____SECOND____VOTE____

- m. It is recommended the below change order for the Honcut School Water System Improvement Project be approved.

Original Project Contingency	\$ 144,000.00
Change Orders to Date	\$ 26,483.70
Remaining Contingency	\$ 117,516.30

ACTION____MOTION____SECOND____VOTE____

- n. It is recommended that the Agreement between Palermo Union Elementary School District and Collective Impact Solutions for consulting services, effective August 2026 through June 2026, be approved. (\$115,575 – Student Support & Professional Development Discretionary Block Grant)

REFERENCE #9

ACTION____MOTION____SECOND____VOTE____

- o. It is recommended that the Agreement between Palermo Union Elementary School District and Butte County Office of Education for LETRS professional learning program, effective July 1, 2026 through June 30, 2027, be approved. (\$139,595 – Learning Recovery Emergency Block Grant)

REFERENCE #10

ACTION_____MOTION_____SECOND_____VOTE_____

- p. It is recommended that board member compensation be increased from \$625.00 per month to \$675.00 per month for board members who attend all meetings (EC35120).

ACTION_____MOTION_____SECOND_____VOTE_____

- q. It is recommended that Board Resolution No. 26-16, Board Member Compensation Increase, allowing board members to receive monthly compensation of \$675.00 effective July 1, 2026 be approved.

REFERENCE #11

ACTION_____MOTION_____SECOND_____VOTE_____

- r. It is recommended that Board Resolution No. 26-17, Board Member Compensation for Missed Meetings, allowing Kimberly Tyler to receive Board Member Compensation for June 17, 2026 be approved.

REFERENCE #12

ACTION_____MOTION_____SECOND_____VOTE_____

- s. It is recommended that the 2026-27 Annual Report for Proposition 28: Arts and Music in Schools (AMS), aligning with AMS funding requirements, be approved.

REFERENCE #13

ACTION_____MOTION_____SECOND_____VOTE_____

- t. It is recommended the Agreement between Palermo Union Elementary School District and the Butte County Office of Education in the amount of \$330,311 for Expanded Learning and Summer Enrichment Programs, to commence July 1, 2026 and continue until June 30, 2027, be approved. (ELOP Funding)

REFERENCE #14

ACTION_____MOTION_____SECOND_____VOTE_____

- u. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
- v. Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.

11. Superintendent's Reports

12. Board Items

CLOSED SESSION (Time_____)

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

OPEN SESSION (Time_____)

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

Certificated

- a. Kristen Russell, Certificated Teacher, Golden Hills School, request to change assignment to the grant funded MTSS TOSA position, effective August 4, 2026.
- b. Janet Furr-Kalpakoff, Certificated Teacher, Helen Wilcox School, request to change assignment to 3rd grade teacher, effective August 4, 2026.
- c. Sarah Brenner, Certificated Teacher, Helen Wilcox School, request to change assignment to K-3 ELD teacher, effective August 4, 2026
- d. Donna Henderson, Principal, Class I Step 7, Palermo School, request to hire as principal, effective July 1, 2026

ADJOURNMENT (Time_____)

Palermo Union Elementary School District
Regular Board Meeting Minutes
June 17, 2026
District Office Boardroom
7390 Bulldog Way, Palermo, CA 95968

INTRODUCTION

1. President, Debbie Hoffman, called the meeting to order at 5: 00 PM, and welcomed those in attendance.
2. Board President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Justin Younger, and Mark McClarren.

Others present were: Gary Rogers, Ruthie Anaya, and Jessica Coon.

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

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 has business to bring before the Board.

PUBLIC HEARING

Superintendent, Gary Rogers, introduced the topic of the Public Hearing to those in attendance.

President, Debbie Hoffman, declared the Public Hearing open.

The public was invited to provide input and comments to the Governing Board on the proposed 2026-2027 Local Control and Accountability Plan (LCAP) for the Palermo Union Elementary School District.

No one presented comments to the Board.

President, Debbie Hoffman, declared the Public Hearing closed.

PUBLIC HEARING

Superintendent, Gary Rogers, introduced the topic of the Public Hearing to those in attendance.

President, Debbie Hoffman, declared the Public Hearing open.

The public was invited to provide input and comments to the Governing Board on the proposed 2026-2027 Original Budget for the Palermo Union Elementary School District.

No one presented comments to the Board.

President, Debbie Hoffman, declared the Public Hearing closed.

7. **Consent Agenda**

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

Action Items

- a. Minutes of June 10, 2026 Regular Board Meeting.
- b. Warrants of May 1, 2026 through May 31, 2026, 353985-355148, for the amount of \$1,152,681.40 Funds 01, 12, 13, 35, 40.

Reports

- c. Events Calendar
- d. Districtwide Discipline Report | April 2026
- e. Districtwide Discipline Report | May 2026
- f. Districtwide Discipline Report | June 2026
- g. New library books for Helen Wilcox School are presented for information and a 30-day review.
- h. Enrollment Report | Month Nine
- i. Enrollment Report | Month Ten
- j. Enrollment Report | Month Eleven
- k. Staff Development Report | May 2026

- I. Instructional Materials Alignment Process and Public Review of Recommended Instructional Materials

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

A motion was made by Justin Younger, seconded by Mark McClarren, recommending the Events Calendar be removed from the Consent Agenda. Debbie Hoffman, Justin Younger, and Mark McClarren voted aye. Motion unanimously carried.

President Debbie Hoffman recommended canceling the Regular Board Meeting scheduled for July 8, 2026, removing them from the Events Calendar. A motion to approve this recommendation was made by Justin Younger, seconded by Mark McClarren. Debbie Hoffman, Justin Younger, and Mark McClarren voted aye. Motion unanimously carried.

9. **Staff Reports/Business Items**

- a. Presentation of the proposed 2026-27 Original Budget for the Palermo Union Elementary School District by Ruthie Anaya, Assistant Superintendent of Business Services.
- b. A motion was made by Justin Younger, seconded by Mark McClarren, recommending that the 2026-27 Salary Schedules for the Palermo Union Elementary School District be approved. Debbie Hoffman, Justin Younger, and Mark McClarren voted aye. Motion unanimously carried.
- c. There were no comments from the California School Employees Association, Bargaining Unit 366.
- d. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

10. **Superintendent's Reports**

None.

11. **Board Items**

None.

CLOSED SESSION

The Board recessed into Closed Session at 5:08 PM to discuss the following:

1. Closed session for the purpose of discussing student matters/discipline, all in accordance with Education Code Sections 48918 and 35146.

2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, 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 Gary Rogers, Superintendent.

OPEN SESSION

The Board reconvened into Open Session at 5:11 PM

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

None.

ACTION ITEMS

None.

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

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

Classified

- a. Tanner Allen, Accounts Payable, District Office, Class 20, Step 7, 8.0 hours per day, hire as Accounts Payable effective June 29, 2026.

Resignation

- b. Jamie Chapman, Teacher, Golden Hills School, resignation effective June 6, 2026.

ADJOURNMENT

President, Debbie Hoffman, declared the meeting adjourned at 5:11 PM

Respectfully submitted,

Gary Rogers,
Secretary of the Governing Board

Curriculum Associates®

Prepared For:

Gary Rogers
Palermo Union Elem SD
7390 Bulldog Way,
Palermo, CA 95968

6/12/2026

Dear Gary Rogers,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2026-2027 Quote ID: 439085.2 Quote Valid through: 12/31/2026

Product	List Price	Net Price
i-Ready	\$55,555.00	\$54,123.04
Professional Learning	\$0.00	\$0.00
i-Ready Partners Services	\$4,000.00	\$0.00
	List Total:	\$59,555.00
	Savings:	\$5,431.96
	Shipping/Tax/Other:	\$0.00
	Total:	\$54,123.04

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg
(210) 906-2153
kfreborg@cainc.com

i-Ready Partners Services Includes:

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Implementation Management: Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

Please submit this quote with your purchase order

REFERENCE #1

Curriculum Associates®

Quote ID: 439085.2 Date: 6/12/2026 Quote Valid through: 12/31/2026

Prepared For:

Gary Rogers
 Palermo Union Elem SD
 7390 Bulldog Way,
 Palermo, CA 95968
 grogers@palermoschools.org
 5305334842

Your Representative:

Kajsa Freborg
 (210) 906-2153
 kfreborg@cainc.com

Golden Hills ES 2400 Via Canela, Oroville, CA 95966

Total Building Enrollment: 274, Grade Range: 4 - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	265	\$8.25	\$7.84	\$2,077.60
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	265	\$27.50	\$26.12	\$6,921.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	265	\$8.25	\$7.84	\$2,077.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	265	\$27.50	\$26.12	\$6,921.80
Subtotal:						\$17,998.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,998.80

Helen M Wilcox ES 5737 Autrey Ln, Oroville, CA 95966

Total Building Enrollment: 544, Grade Range: PK - 3

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	K-8	14944.0	1	\$14,540.00	\$14,540.00	\$14,540.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	516	\$8.25	\$7.84	\$4,045.44
Subtotal:						\$18,585.44
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,585.44

Honcut ES 68 School St, Oroville, CA 95966

Total Building Enrollment: 14, Grade Range: K - 2

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	12	\$35.75	\$33.96	\$407.52
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	12	\$35.75	\$33.96	\$407.52
Subtotal:						\$815.04
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$815.04

Palermo MS 7350 Bulldog Way, Palermo, CA 95968

Total Building Enrollment: 458, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	430	\$8.25	\$7.84	\$3,371.20
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	38	\$27.50	\$26.12	\$992.56
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	K-8	14973.0	1	\$12,360.00	\$12,360.00	\$12,360.00
Subtotal:						\$16,723.76
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,723.76

Palermo Union Elem SD 7390 Bulldog Way, Palermo, CA 95968

Total Building Enrollment: 1298, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Add On Leadership Session AY 26-27	Multiple	38632.0	1	\$0.00	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Total		
	List Total:	\$59,555.00
	Savings:	\$5,431.96
	Merchandise Total:	\$54,123.04
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$54,123.04

Special Notes

All i-Ready purchases require professional learning.
 15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready. 5% discount applied to i-Ready based on scope of quote.

Please make PO out to Curriculum Associates.

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y5

Submitting Your Order

Placing an order is easy! Simply refer to the guide below when preparing your Purchase Order.

Submit Your Purchase Order and Corresponding Quote To: orders@cainc.com

Need Help Placing an Order? Contact: orders@cainc.com or 1 (800) 225-0248

1. Purchase Order Number and Date

2. Bill-To or Invoice-To Name and Address

3. Ship-To Name and Address

4. Items and Quantities
Does your quote include a “for budgeting” note? Ensure all items and quantities are final.

5. Subtotals for Merchandise, Freight, Tax, and the Purchase Order Grand Total

A current tax-exempt certificate must be on file to honor exemption status.

1 Purchase Order

Pleasant Meadows
Regional School District

Purchase Order: 312773
Date: 7/1/2025

2 Bill To:
Pleasant Meadows School District
ATTN: Accounts Payable
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567
Vendor Name: Curriculum Associates

3 Ship To:
Pleasant Meadows School District
ATTN: Adam Smith, Warehouse Mgr
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567

Product	Quantity	Unit Price	Extended Amount
23456.0 Reading Student Book G2	75	\$15.00	\$1,125.00
23456.9 Reading Teacher Book G2	3	\$30.00	\$90.00
23457.0 Math Student Book G2	75	\$15.00	\$1,125.00
23457.9 Math Teacher Book G2	3	\$30.00	\$90.00
12345.0 Digital School License	1	\$7,000.00	\$7,000.00

Subtotal	\$9,430.00
Freight	\$267.30
Tax	\$0.00
Total	\$9,697.30

Notes:
6 Reference Quote # 12456.1
Pack materials by school site. Deliver between 7/14/25–7/25/25. **7**
8 Warehouse open Monday–Thursday 8 a.m.–3 p.m. in July.

9 Sarah Johnson
Purchasing Manager

6. Quote Number
Quote total and Purchase Order total must match.

7. Delivery Window
Must be at least seven to 10 days

8. Delivery Instructions
For example, please indicate weekdays and times the location is open for deliveries.

9. Signature of Authorized Official
If required by your administration

Note: We are unable to accept requisitions or signed quotes.

White-Glove Delivery:

Available upon request for \$500 per shipment location, subject to our carrier partner’s availability. Please notify us of this request prior to submitting your Purchase Order so we can include the service on your quote properly.

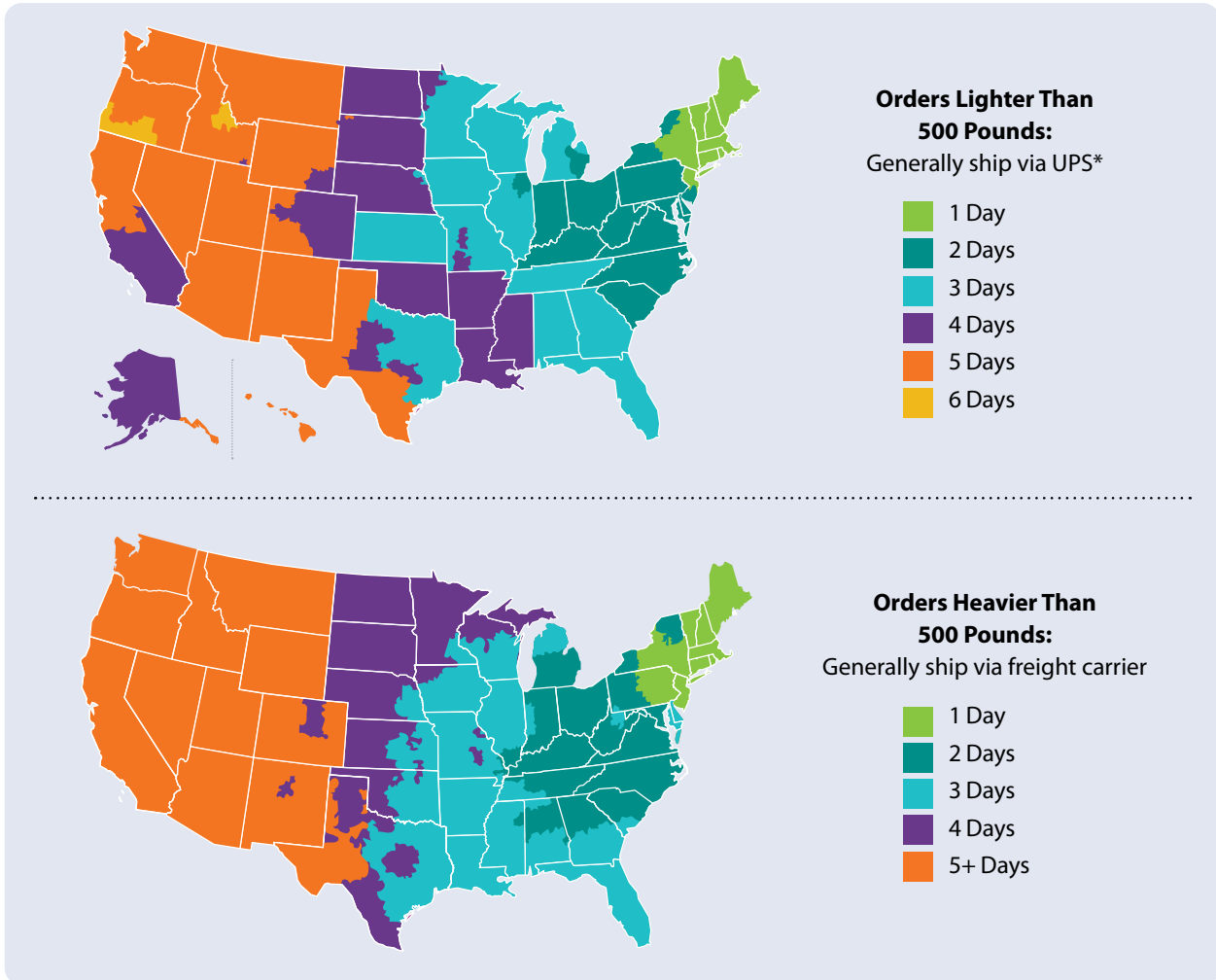
Please Consider Processing and Transit Times as You Are Preparing to Place Your Order

Orders lighter than 500 pounds are shipped via UPS. Orders heavier than 500 pounds are shipped via freight carrier. Reference the maps on the following page for our estimated transit times.

Estimated Transit Times

Please factor in the following lead times when arranging for delivery of our printed materials.

Shipping varies by location and shipping method from our warehouse in Littleton, MA. Locations considered to be remote, including locations within contiguous and non-contiguous states, may require additional transit days and special carrier services. See the maps below for further explanation.



*The threshold for UPS orders may be raised during peak season (i.e., June–September). Please note that UPS deliveries may arrive over several days.

Additional Tips for Successful Delivery:

- Indicate on your Purchase Order if you would like to ship to a central location, such as a district warehouse, or to individual schools.
- Select a delivery window when someone will be at the delivery location to accept the order.
Notify others, such as front office or custodial staff, about the delivery.

Need Help Placing an Order?

Contact: orders@cainc.com or 1 (800) 225-0248

Curriculum Associates®

Information on Professional Learning Sessions

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. In the event of a (i) government-declared public health emergency or (ii) weather event, that materially impacts in-person instruction, sessions may transition to a virtual format. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot safely reach a session site, or if adequate health safety measures cannot be put in place.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice.

Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.



Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Submit PO by Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:

Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs.**

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$500/shipment location
- Freight Storage \$1000/shipment location
- Freight Carrier Redelivery \$350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at <https://www.curriculumassociates.com/privacy>. Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [curriculumassociates.com/support/privacy-and-policies](https://www.curriculumassociates.com/support/privacy-and-policies). To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
July 22, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 12, 2026	Regular Board Meeting	District Boardroom	5:00 PM
August 26, 2026	Regular Board Meeting	District Boardroom	5:00 PM
September 9, 2026	Regular Board Meeting	District Boardroom	5:00 PM
September 23, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 14, 2026	Regular Board Meeting	District Boardroom	5:00 PM
October 28, 2026	Regular Board Meeting	District Boardroom	5:00 PM
November 11, 2026	Veteran's Day (No students, teachers or staff)		
November 18, 2026	Regular Board Meeting	District Boardroom	5:00 PM
December 16, 2026	Annual Organizational Meeting	District Boardroom	5:00 PM

		MONTH:	May 1- May 29			
	BEG BAL	RECEIPTS	DISBURSEMENTS	TRNFS	FEE/SVC CHG	ENDING BAL
Account Name						
						\$535.68
PACE	\$535.68					\$535.68
102 PAL ST BODY	\$7,061.16	\$1,178.00	(\$858.37)		(\$3.50)	\$7,377.29
202 SPORTS	\$1,968.21					\$1,968.21
203 Boys Bball	\$1,545.46	\$112.00				\$1,657.46
204 Girls Bball	\$260.04					\$260.04
205 REFEREE	\$0.00					\$0.00
300 Yearbook	\$7,649.92	\$40.00	(\$298.68)			\$7,391.24
402 PAL LIBRARY	\$1,178.25					\$1,178.25
502 BAND	\$8,014.79					\$8,014.79
505 DRILL TEAM	\$303.11					\$303.11
506 6TH GRADE	\$1,376.13		(\$1,200.00)			\$176.13
507 7TH GRADE	\$151.75					\$151.75
509 8TH GRADE	\$2,027.77					\$2,027.77
511 CLUB LIVE	\$4,565.51					\$4,565.51
512 CHESS CLUB	\$611.96					\$611.96
513 FFA	\$8,204.93		(\$1,609.83)			\$6,595.10
514 Floral	\$1,884.02		(\$553.60)			\$1,330.42
Undeposited Funds	\$225.00					\$225.00
	\$47,563.69					\$44,369.71

BOARD ACTION ITEM SUMMARY

Subject: Expenditure Plan for the 2026-27 Education Protection Act Funding (EPA)
From: Ruthie Anaya, Assistant Superintendent of Business
Date: 6/18/2026

BACKGROUND:

The Education Protection Account (EPA) was created in November 2012 by Proposition 30, the Schools and Local Public Safety Protection Act of 2012, and it was implemented in 2013. The EPA is governed by Section 36 of Article XIII of the California Constitution, which was amended by Proposition 55 in November 2016.

The revenues generated from Section 36 of Article XIII of the California Constitution are deposited into a state account called the Education Protection Account. Of the funds in the account, 89 percent is provided to K-12 education and 11 percent to community colleges.

EPA funds are distributed based on the proportionate share of the statewide revenue limit amount. These funds are not additional revenue. The state aid portion of the LCFE calculation is decreased accordingly.

DISCUSSION/ISSUES:

At the beginning of each year, the Department of Finance will estimate the amount that will be transferred into the EPA. For 2026-27, the current estimate of the EPA is \$3,328,099. The funds will be distributed in equal payments quarterly during the last 10 days of September, December, March and June.

EPA revenue funds will be deposited into restricted resource 1400, using revenue object code 8012.

The reporting requirements are as follows:

- 1) Each year the Governing Board must approve a spending plan for the EPA money.
- 2) The EPA funds cannot be used for the salaries or benefits of administrators or administrative costs.
- 3) The District must publish on its website the amount of EPA money received and how it was spent.
- 4) An annual audit will be required to verify that EPA funds were spent in accordance with the requirements of Proposition 30. The cost of this audit can be paid with EPA funds.

Spending Plan:

The District's Local Control Funding Formula (LCFF) entitlement will be reduced by \$3,328,099 and this amount will instead be given to the district as revenue for the Education Protection Act funds. The District plans to use 100% of the EPA funding for current certificated teacher salaries and related benefits.

RECOMMENDATION:

That the Governing Board approves the proposed 2026-27 expenditure plan for that portion of the revenue limit identified as EPA funding, which is \$3,328,099 and directs that the funds be spent on current certificated teacher salaries and benefits.

Education Code 44256 (b)
 (Departmentalized Classroom Assignment)
 Resolution # 26-14

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

School District: Palermo Union School District School Year: 2026-2027

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

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

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

TEACHER	CREDENTIAL(S) HELD	SUBJECT to be TAUGHT	GRADE LEVEL	LOCATION
Barcelos, Brittany	Multiple Subject	Math	6 th -8 th	Palermo School
Fox, Melanie	Multiple Subject	Physical Science	7 th -8 th	Palermo School
Gutierrez, Mikaela	Multiple Subject	Art	K-3 rd	Helen Wilcox
McCoy, Stefanie	Multiple Subject	Math, Foundational Math	6 th	Palermo School
McCoy, Andrew	Multiple Subject	Science	6 th	Palermo School

PASSED AND ADOPTED by the Governing Board of the Palermo Union School District at its regular meeting held on the 24th day of June, 2026, by the following vote:

AYES:	NOES:	ABSENT:

Signed and Approved by the following:

PRESIDENT:
CLERK:
TRUSTEE:
TRUSTEE:
TRUSTEE:

Rev. 1/03

Education Code 44258.3
 (Departmentalized Classroom Assignment)
 Resolution # 26-15

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

School District: Palermo Union School District **School Year:** 2026 - 2027

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

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

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

TEACHER	CREDENTIAL(S) HELD	SUBJECT to be TAUGHT	GRADE LEVEL	LOCATION
Gutierrez, Devin	Multiple Subject	Physical Education	K-5	Golden Hills/Helen Wilcox
Coleman, Mark	Multiple Subject	Physical Education	K-3	Helen Wilcox
Gomez, Jesus	Single Subject	Social Science	6/8	Palermo Middle School
McCoy, Alfred II	Multiple Subject	Ag Mechanics	6-8	Palermo Middle School

PASSED AND ADOPTED by the Governing Board of the Palermo Union School District at its regular meeting held on the 24th day of June, 2026, by the following vote:

AYES:	NOES:	ABSENT:

Signed and Approved by the following:

PRESIDENT:
CLERK:
TRUSTEE:
TRUSTEE:
TRUSTEE:

Rev. 1/03



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS ► SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Angie Shoffner
Capturing Kids' Hearts

Prepared for:

Gary Rogers
Palermo Union Elementary School District

Date: June 15, 2026

SERVICE AGREEMENT



Palermo Union Elementary School District ("Client" or "you")
7390 Bulldog Way
Palermo, California 95968

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Discount	Solutions Subtotal
Capturing Kids' Hearts® District By Design Onboarding Call 1:1 onboarding call for the superintendent and their district strategist.	Summer 2026	1	\$0.00	\$0.00	\$0.00
Capturing Kids' Hearts® 1 Training Two consecutive-day training sessions for up to 50 participants. Includes: <ul style="list-style-type: none"> • Access to the course training manual • Limited collection of foundational videos and resources on CKH.org 	July 28-29, 2026	1	\$25,500.00	\$0.00	\$25,500.00
Capturing Kids' Hearts® Process Champions Implementation Visit A two consecutive-day package Includes: <ul style="list-style-type: none"> • One-day instructional session for up to 30 participants • One day customized to fit your needs (either an additional one-day instructional session for a separate group or a one-day Campus Traction Visit). *Prerequisite: Capturing Kids' Hearts® 1 Training,	Fall 2026	1	\$18,000.00	\$0.00	\$18,000.00

SERVICE AGREEMENT



with at least 80% Capturing Kids' Hearts® implementation on campus.					
Campus Traction Visit Two-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.	Spring 2027	1	\$8,500.00	\$0.00	\$8,500.00
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training.	2026-2027 School Year	3	\$5,500.00	\$0.00	\$16,500.00
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training.	2026-2027 School Year	1	\$5,500.00	-\$5,500.00	\$0.00
CKH District Premium Equips a district leadership team with the support to implement the Capturing Kids' Hearts® Process with great fidelity across the district. Includes access to a strategist, district-wide reporting, recurring leadership team huddles, and great resources to support implementation.	2026-2027 School Year	1	\$3,500.00	\$0.00	\$3,500.00

Grand Total \$72,000.00

SERVICE AGREEMENT





ADDITIONAL CHARGES (where applicable):

DISCOUNTS:

Discount made possible due to generous donors and the Capturing Kids' Hearts Foundation.

TRAVEL EXPENSES:

Travel fees for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,300.00 for one-day events, \$2,000.00 for two-day events, and \$2,350.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A \$450.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.
- A \$450.00 fee will be charged for each person over 30 not to exceed 35 total per Capturing Kids' Hearts® Process Champions Implementation Visit.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 7 calendar days following June 15, 2026. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, June 22, 2026.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or July 1, 2026 for the 2026-2027 school year(s) (whichever occurs later) through June 30, 2027. Unless terminated in writing, subscription service(s) will automatically renew on July 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.



SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.

Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Nonrefundable travel expenses that Capturing Kids' Hearts has incurred as a result of the Client rescheduling or cancelling a service will be passed through to your organization.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

NONDISCRIMINATION REQUIREMENTS:

CKH is complying with all applicable federal nondiscrimination laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12131 et seq.), and the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) CKH does not discriminate against any program participant, employee, or applicant for services on the basis of race, color, national origin, sex, disability, or age, and shall ensure that federal funds are not used for any program or activity that engages in such discrimination.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “**Trademarks**”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids' Hearts and the contractual relationship between Capturing Kids' Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client's organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent that such use complies with all Applicable Restrictions & Requirements. For these purposes, "**Applicable Restrictions & Requirements**" means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, "**Prohibited Actions**"), all of which you are prohibited from doing without CKH's express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

AUTHORIZED INSTRUCTION AND REINFORCEMENT:

Only individuals who are officially certified by CKH and maintain active certification status are authorized to deliver "formal instruction", training, or facilitation of CKH content.

As a clarification, CKH's Process Champions Implementation Visits, Campus and District Traction Visits, subsequent trainings, etc., are structured to provide educators already trained in CKH-1 more tools to help coach educators from their school already trained in CKH-1 on the general principles and concepts of CKH, the CKH Process and associated CKH tools. For these educators who experience Process Champions or other consultative visits/trainings, they may reference, model, or reinforce the principles of CKH in the normal course of meetings, conversations, coaching sessions, or daily interactions, provided that such reinforcement does not constitute formal instruction or initial CKH training.

Clarification of "Formal Instruction"

"Formal instruction" refers to structured teaching sessions, workshops, or trainings (such as but not limited to Capturing Kids' Hearts 1 or 2, Process Champions, Leadership Blueprint, etc.) designed to educate others on the core methodologies, frameworks, or practices of CKH.

Brand Protection Note

Uncertified individuals or Client's designated CKH Process Champions may not represent themselves as certified facilitators, nor may they create or distribute instructional materials to support their role as a Process Champion or to reinforce the teaching of CKH.

CONFIDENTIALITY:



This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client's participants that may be contained or reflected in Deliverables (collectively, "**Confidential Information**") shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, "**Deliverables**"), "AS IS" and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT'S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.

In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be



reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to angie.shoffner@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Palermo Union Elementary School District

By:

Printed Name: Gary Rogers
Client's Authorized Representative

Title: Superintendent

Date: 01 / 27 / 2026

Contact Information:

SERVICE AGREEMENT



Capturing Kids' Hearts

Attn: Angie Shoffner

angie.shoffner@capturingkidshearts.org

1199 Haywood Drive

College Station, TX 77845

Phone: 800-316-4311

Fax: 877-941-4700



Palermo

UNION ELEMENTARY SCHOOL DISTRICT

"Building the Foundation for Success"

Extreme Weather Protocols Plan

Adopted June 24, 2026

Effective July 1, 2026

1. Purpose

The purpose of this Extreme Weather Protocols Plan is to protect students' health and safety during extreme weather conditions, particularly when they are participating in outdoor physical activities, including recess, physical education, school-sponsored athletic activities, after-school programs, field trips, outdoor assemblies, and other outdoor school activities.

This plan is adopted pursuant to California Education Code section 33355 and is intended to incorporate the California Department of Education's standardized extreme weather guidelines.

2. Scope

This plan applies to all Palermo Union Elementary School District schools, programs, and activities, during the regular school day, before-school programs, after-school programs, summer programs, intersession programs, and district-sponsored activities.

3. Definition of Extreme Weather Conditions

For purposes of this plan, "extreme weather conditions" means unusually severe weather conditions that may pose significant harm to students. These conditions include, but are not limited to:

- Extreme heat
- Poor air quality or wildfire smoke
- Excessive precipitation
- Thunderstorms or lightning
- Flooding or localized drainage hazards
- High winds
- Cold temperatures

- Other hazardous environmental conditions that may affect student safety during outdoor activity

4. General Standard

The District may modify, relocate, postpone, or cancel outdoor physical activities when weather conditions present a risk to student health or safety. When there is uncertainty, staff should err on the side of student safety.

Outdoor activities may be modified by:

- Reducing intensity
- Reducing duration
- Increasing rest breaks
- Moving activity to shade
- Moving activity indoors
- Moving activity to a cooler time of day
- Providing additional hydration opportunities
- Canceling or postponing the activity

4.1 Professional Judgment and Site Conditions

The decision frameworks in this plan are guidelines. They are not intended to create a rigid checklist or guarantee that the same action will be appropriate in every circumstance.

This plan is intended to guide reasonable and consistent decision-making. It does not remove the ability of District or site administrators to exercise professional judgment based on real-time conditions, student needs, staffing, facility conditions, emergency directives, or other relevant circumstances.

5. Roles and Responsibilities

5.1 Superintendent or Designee

The Superintendent or designee is responsible for:

- Maintaining this plan
- Recommending updates as needed
- Ensuring annual review of the plan
- Coordinating districtwide messaging when needed
- Ensuring site administrators receive training and guidance
- Coordinating with local agencies when conditions warrant

5.2 Site Administrators

Each principal or site administrator is responsible for:

- Monitoring weather conditions during the school day
- Applying this plan at the school site
- Modifying or canceling outdoor activities as needed
- Communicating changes to staff, students, families, and program partners
- Ensuring staff have access to indoor or shaded alternatives
- Reporting significant weather-related incidents to the District Office

5.3 Teachers, Coaches, Activity Supervisors, and Expanded Learning Staff

Staff responsible for outdoor student activities are expected to:

- Monitor students for signs of distress

- Follow site decisions regarding outdoor activity
- Provide hydration and rest breaks as appropriate
- Move students indoors or to shade when directed or when student safety requires it
- Report symptoms of heat illness, respiratory distress, injury, or other weather-related concerns to the office
- Call 911 when emergency medical care is needed

5.4 School Office and Health Staff

School office and health staff are expected to:

- Assist with monitoring health concerns related to the weather
- Provide care for students showing symptoms of weather-related illness
- Notify parents or guardians when needed
- Assist with emergency response
- Maintain documentation of significant weather-related health incidents

6. Weather Monitoring Procedures

Site administrators or designees should monitor relevant weather conditions on school days when outdoor activities may be affected.

Weather monitoring may include:

- National Weather Service forecasts and alerts
- National Weather Service HeatRisk
- CalHeatScore
- Local temperature and forecast data
- AirNow.gov
- Local air quality management district information
- Butte County Public Health information
- Butte County Office of Emergency Management information
- Local law enforcement, fire, and emergency services advisories
- District-maintained weather or air quality equipment, if available

During periods of forecasted extreme heat, wildfire smoke, heavy rain, flood risk, or other severe weather, site administrators should check conditions:

- Before school
- Before recess or lunch periods
- Before physical education classes
- Before athletic practices or games
- Before outdoor assemblies or field trips
- Before expanded learning outdoor activities

7. Extreme Heat Protocols

7.1 Heat Risk Levels

The District should consider the National Weather Service HeatRisk, CalHeatScore, local temperature data, and CDE/CDPH guidance when determining whether to modify or cancel outdoor activities.

The following decision framework is intended to guide site-level decisions:

HeatRisk Level	Action
Level 0, Green	Outdoor activities may proceed as normal. Staff should continue routine monitoring.

Level 1, Yellow	Outdoor activities may proceed with precautions. Staff should encourage hydration. Staff should monitor students who may be sensitive to heat. Shade should be used when practical.
Level 2, Orange	Outdoor activities should be modified. Sites should reduce strenuous activity, increase water breaks, increase rest breaks, and use shaded or indoor areas when possible. PE and athletic activities should be moved to cooler parts of the day when practical. Staff should monitor students for signs of heat-related illness.
Level 3, Red	Outdoor physical activities during the hottest part of the day should generally be canceled, moved indoors, or rescheduled. Strenuous outdoor activity should generally be avoided between 10:00 a.m. and 5:00 p.m. unless the principal or designee determines conditions are safe with substantial modifications. Recess, lunch, PE, expanded learning activities, and athletic activities should be moved indoors or substantially modified.
Level 4, Magenta	Outdoor physical activities should be canceled, moved indoors, or postponed. Students should not participate in strenuous outdoor activities. Sites should use indoor spaces and shaded areas only for necessary transitions, and employ cooling strategies.

7.2 Additional Heat Precautions

During high heat conditions, staff are expected to:

- Encourage students to drink water
- Provide rest breaks
- Use shaded areas when outdoor activity is necessary
- Avoid intense running or conditioning activities
- Watch for dizziness, headache, confusion, nausea, weakness, heavy sweating, hot, dry skin, or fainting
- Send students with symptoms to the office or health staff
- Call 911 for suspected heat stroke, loss of consciousness, confusion, seizure, or other serious symptoms

7.3 Students at Increased Risk

Extra precautions should be taken for students who may be more vulnerable to heat, including students with:

- Asthma or respiratory conditions
- Heart conditions
- Diabetes
- Certain medications
- Developmental or communication needs
- Limited mobility
- Prior heat illness
- Recent illness

- Limited acclimatization to heat

Staff should follow relevant health plans, emergency care plans, and instructions from parents or medical providers.

8. Air Quality and Wildfire Smoke Protocols

8.1 Air Quality Monitoring

The District should consider AirNow.gov, local air quality district information, local public health guidance, and site-level observations when determining whether to modify outdoor activities.

8.2 AQI Decision Framework

AQI	Action
0 to 50, Good	Outdoor activities may proceed as normal.
51 to 100, Moderate	Outdoor activities may proceed. Staff should monitor students with asthma or respiratory sensitivity.
101 to 150, Unhealthy for Sensitive Groups	Outdoor activities may continue with modifications. Students with asthma, respiratory conditions, or other sensitivities should be offered indoor alternatives. Strenuous outdoor activity should be reduced.
151 to 200, Unhealthy	Outdoor physical activities should be moved indoors, reduced, or canceled. Recess and PE should be held indoors when practical. Outdoor athletic practices should be canceled or moved indoors.
201 to 300, Very Unhealthy	Outdoor student activities should generally be canceled or moved indoors. Outdoor transitions should be minimized.
301 or higher, Hazardous	Outdoor student activities should generally be canceled. The District should follow guidance from public health and emergency agencies.

8.3 Visible Smoke or Poor Conditions

If smoke is visible, ash is falling, students report breathing difficulty, or staff observes unsafe conditions, site administrators may impose stricter limits than the AQI number alone would require.

9. Excessive Precipitation, Thunderstorms, and Lightning

Outdoor activities may be modified, moved indoors, postponed, or canceled during unsafe conditions such as rain, thunderstorms, or lightning.

Staff should move students indoors when:

- Lightning is seen (especially if repeated and/or nearby)
- Thunder is heard (especially if repeated and/or nearby)
- Heavy rain creates unsafe surfaces
- Standing water creates slip, drainage, or flooding hazards
- Visibility is reduced
- Weather alerts recommend sheltering indoors

Outdoor activities should not resume until the principal or designee determines conditions are safe. When lightning is present, outdoor activities should generally not resume until at least 30 minutes after the last observed lightning or thunder.

10. Flooding and Localized Drainage Hazards

PUESD should monitor weather alerts and local agency notices during heavy precipitation or flood risk.

Site administrators should restrict access to:

- Flooded playground areas
- Standing water
- Drainage ditches
- Low-lying areas
- Areas near moving water
- Areas with damaged pavement, mud, debris, or erosion

Students should not be permitted to play in, walk through, or retrieve items from flooded areas or moving water.

If flooding affects arrival, dismissal, bus loading, pedestrian access, or safe operations, the site administrator should coordinate with the District Office.

11. High Wind, Falling Debris, and Unsafe Outdoor Conditions

Outdoor activities may be modified, moved indoors, postponed, or canceled when wind creates unsafe conditions.

Unsafe conditions may include:

- Falling branches
- Blowing dust
- Flying debris
- Unstable shade structures
- Unsafe playground equipment
- Reduced visibility
- Power line concerns
- Tree hazards

Students should be moved indoors when high winds create a risk of injury.

12. Cold Weather

Although extreme cold is less common in Palermo, outdoor activities may be modified during cold weather when student safety requires it.

Factors to consider include:

- Temperature
- Wind chill
- Rain or wet clothing
- Student age
- Length of exposure
- Availability of appropriate clothing
- Student health needs

Staff should monitor students for shivering, numbness, pale skin, difficulty moving, or other signs of cold-related distress.

13. Indoor and Alternative Activities

When outdoor activities are modified or canceled, sites should provide appropriate alternatives when feasible. These may include:

- Indoor recess
- Classroom movement activities
- Library or multipurpose room activities
- Low-intensity PE activities
- Health, fitness, or nutrition lessons
- Stretching or flexibility activities
- Walking activities in covered or indoor areas
- Board games, quiet games, or supervised structured play
- Modified expanded learning activities

Each site should identify available indoor or shaded spaces before the start of each school year.

14. Communication Protocols

14.1 Internal Communication

When outdoor activities are modified or canceled, the site administrator or designee should notify affected staff. Depending on the situation, this may include:

- Teachers
- PE teachers
- Coaches
- Expanded learning staff
- Office staff
- Health staff
- Campus supervisors
- Transportation staff
- Food service staff
- Maintenance and operations staff

Communication may occur by email, radio, phone, text message, intercom, staff messaging system, or in-person direction.

14.2 Parent and Guardian Communication

When weather conditions substantially affect the school day, outdoor activities, athletics, field trips, expanded learning programs, dismissal procedures, or other significant operations, the District or site should, as appropriate, communicate with parents and guardians. Routine, short-term adjustments, such as holding recess indoors during typical rainy-day conditions, do not require notification to parents or guardians unless there is a broader safety concern or a meaningful change to the school day.

Communication may be sent through ParentSquare, Aeries Communication, email, phone message, text message, website posting, or social media.

Parent communication should include:

- The weather conditions affecting the school or activity
- The action taken by the school
- Any change to the schedule, location, dismissal, practice, game, or event

- Any needed parent action
- A contact number for questions

14.3 Student Communication

Students should be given age-appropriate guidance on weather-related changes, including staying hydrated, staying indoors, avoiding flooded areas and smoke exposure, and reporting symptoms of distress.

15. Field Trips and Off-Site Activities

Before outdoor field trips or off-site activities, the trip supervisor should check weather conditions for the destination and travel route.

The District may modify, postpone, or cancel a field trip when extreme weather may affect student safety.

Field trip supervisors are expected to:

- Carry emergency contact information
- Have access to weather updates when practical
- Identify shaded or indoor shelter options
- Ensure students have water when conditions require it
- Follow this plan and any stricter guidance from the destination, public health agency, or emergency agency

16. Athletics and Sports Activities

School-sponsored athletic practices, games, and conditioning activities should follow this plan unless stricter rules apply.

For activities governed by California Interscholastic Federation rules or other applicable athletic rules, staff should follow the stricter standard when a conflict exists between this plan and those rules.

Coaches are expected to:

- Monitor the weather before and during practice or competition
- Provide water breaks
- Modify intensity during heat or poor air quality
- Avoid punitive conditioning during high-risk weather
- Stop activity when students show signs of distress
- Report weather-related incidents to the site administrator

17. Staff Training

The District should provide training or guidance to appropriate staff at least annually.

Training may include:

- Requirements of this plan
- How to monitor weather conditions
- Heat illness signs and response
- Air quality and wildfire smoke precautions
- Lightning and severe weather procedures
- Flooding and unsafe water hazards
- Communication expectations
- Indoor activity alternatives

- Emergency response and when to call 911

Staff groups to be trained may include:

- Administrators
- Teachers
- PE teachers
- Coaches
- Campus supervisors
- Expanded learning staff
- Preschool staff
- Transportation staff
- Office and health staff
- Maintenance and operations staff

18. Coordination with Local Agencies

The District may coordinate with local agencies and experts as needed, including:

- Butte County Public Health
- Butte County Office of Emergency Management
- Butte County Office of Education
- Local fire agencies
- Local law enforcement
- National Weather Service
- Local air quality management district
- California Department of Public Health
- California Department of Education
- California Interscholastic Federation, when applicable

19. Emergency Medical Response

If a student or staff member shows signs of serious weather-related illness or injury, staff are expected to take prompt action.

Call 911 for:

- Suspected heat stroke
- Loss of consciousness
- Confusion or altered mental status
- Seizure
- Severe breathing difficulty
- Chest pain
- Serious injury
- Any condition that appears life-threatening

While waiting for emergency responders, staff should follow first aid training and site emergency procedures.

For suspected heat illness, staff should move the person to a cooler location, remove excess clothing when appropriate, cool the person with available methods, and notify the office or health staff.

20. Documentation

Sites should document significant weather-related incidents using the Weather-Related Incident Documentation Log included as **Appendix A**.

Significant weather-related incidents may include:

- Student or staff illness or injury related to the weather
- Cancellation or relocation of major outdoor activities
- Emergency medical response
- Weather-related field trip cancellation
- Significant parent or guardian communication
- Unsafe facility condition caused by the weather
- Other weather-related conditions that substantially affect student safety or school operations

Documentation should be maintained by the site and shared with the District Office as appropriate.

21. Annual Review and Update

The District should review this plan at least annually.

The annual review may consider:

- Changes in law or guidance
- CDE or CDPH updates
- Local weather patterns
- Site feedback
- Incident reports
- Parent or staff feedback
- Facility needs
- Emergency agency recommendations

The Superintendent or designee may recommend revisions to the Board of Trustees when needed.

22. Board Adoption and Implementation

This plan is intended to be adopted by the Board of Trustees on June 24, 2026, and implemented across the District.

After adoption, the District should:

- Distribute the plan to site administrators
- Train appropriate staff
- Make the plan available to staff and families
- Incorporate the plan into related safety procedures
- Review the plan annually

References

- California Education Code section 33355: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=33355&lawCode=EDC
- California Department of Education, Extreme Weather Guidelines: <https://www.cde.ca.gov/ls/he/hn/extremeweather.asp>
- National Weather Service HeatRisk: <https://www.wpc.ncep.noaa.gov/heatrisk/>

- AirNow Air Quality Index: <https://www.airnow.gov/>
- California Department of Public Health, Extreme Heat Guidance: <https://www.cdph.ca.gov/Programs/EPO/Pages/Extreme%20Heat.aspx>

Appendix A
Weather-Related Incident Log

Use this form only when a weather-related condition causes a significant change, safety concern, injury, parent or guardian communication, or operational impact.

Site: _____

Date: _____

Completed by: _____

Weather Condition: _____

Activity or Area Affected: _____

Brief Description of What Happened:

Action Taken:

Parent/Guardian or District Office Notified, if applicable:

Follow-Up Needed, if any:

Administrator Signature: _____

Date: _____

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

★ PALERMO'S DREAM BIG NORTH STAR ★

"All students, staff, community — when given belonging, resources, support, and high expectations — thrive."

District:	Palermo Union Elementary School District	Contract Year:	2
Attn:	Gary Rogers, Superintendent Caitlin Webb, MTSS/CCSPP Coordinator	Phase:	Initial Implementation
CIS Lead:	Dr. Rebecca Celes Mendiola, CEO & Co-Founder	Period:	Aug 2026 – June 2027

Overview & Strategic Context

Palermo Union Elementary School District (PUSD) and Collective Impact Solutions (CIS) have successfully completed Year 1 of an integrated Collective Impact, Community Schools, and MTSS partnership — establishing the foundational infrastructure required to enter the Initial Implementation Phase in SY 2026–2027.

Year 2 is guided by Palermo's 7-Priority MTSS Implementation Plan (Build the Foundation 2025–26 / 3-Year Direction 2026–28 / 5-Year Vision 2028–30), which serves Palermo's Dream Big north star: "All students, staff, community — when given belonging, resources, support, and high expectations — thrive."

Year 2 launches on Priorities 6 and 7 — the Tier 2/3 Redesign Preparation and Community Hub Co-Design — while sustaining and deepening Priorities 1–5 established in Year 1. Every session in the Year 2 cadence is explicitly aligned to one or more of the 7 priorities.

Project Team and Roles

The following CIS team members are assigned to the Palermo UESD Year 2 engagement. Each team member brings specialized expertise aligned to the district's 7-Priority MTSS Plan and the implementation stage-based professional development schedule.

Dr. Rebecca Celes Mendiola	CIS, Chief Executive Officer	Engagement lead, strategic direction, executive facilitation, district partnership oversight, and quality assurance across all deliverables.
Puri Mendiola	Project Manager	Project coordination, contract management, scheduling, invoicing, and operational support for all district-facing activities.
Tiffany Gipson	CIS, Consultant	Equity, MTSS, Community Schools, Compassionate Systems, Improvement Science — facilitation, professional learning design, coaching, and data analysis.

Patty Marquez-Singh	CIS, Consultant	Equity, PBIS, Restorative Practices — site-level coaching, DELT facilitation support, and Tier 2/3 behavior system design.
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Stage-Based Professional Development Schedule

CIS structures all technical assistance within a research-based four-stage implementation framework. Each stage reflects a distinct phase of capacity building and systemic change. The chart below shows where Palermo UESD is situated within this trajectory and the implementation expectations for each year.

Year 1 ✓ Complete	Exploration & Installation	During the exploration phase, a team assesses the needs of the district and community and selects evidence-based practice(s) to meet the identified needs while also assessing readiness to implement (e.g., financial, political, and resources). The installation stage focuses on examining the efficiency and effectiveness of the current system. Stakeholders within and across organizations identify strengths and areas for improvement. This may require all stakeholders to operate differently (e.g., aligning efforts under a single system and repurposing resources to support the implementation of innovation). Staffing, training, funding, evaluation, and coaching systems will also be examined.
Year 2 ★ Current Year	Initial Implementation	This is referred to as the 'fragile' or 'awkward' stage of implementation when staff begin to implement changes at both the district and school levels. The transformation process is guided by external technical assistance providers and local implementers. The district continues to shift resources to support staff as they learn more about the process.
Year 3 Upcoming	Initial Implementation & Elaboration	Local implementers lead implementation with guidance from external technical assistance providers. Fidelity assessments and site walk-throughs will be provided internally with staff.
Year 4 Upcoming	Full Implementation & Sustainability	At this phase, practices have become the norm and are integrated into policy and procedure. Practitioners are proficiently implementing, leadership supports implementation needs, and stakeholders have adapted to innovation. Training and consultation will focus on continued measurement for CQI and booster training.

Year 1 Completion Summary

All Phase 1 (Exploration) and Phase 2 (Installation) activities were completed during SY 2025–2026, including 6 DELT sessions, a 4-Day CCSPP/MTSS Site Team Training Series, Community Advisory launch, and ongoing coaching. Total Year 1 invoiced: \$85,602 plus \$10,802 Year 2 advance (paid December 29, 2025).

Phase 1 Exploration (1.1–1.6)	✓ Complete	Learning walks, empathy interviews, data analysis, community fidelity assessment — all 6 school sites
9 DELT Sessions	✓ On-going	Apr, May, Aug, Sep, Oct, Dec 2025, Jan, Feb, March, April 2026 — Collective culture, teaming, shared vision, priorities, P1–P2 foundation
4-Day CCSPP/MTSS Site Team Training Series	✓ On-going	Oct 2025 → Apr 2026 — Framework through launch planning; Day 4 complete with Barriers & Challenges launch plan for SY 26–27
Community Advisory Committee	✓ Launching	CAC established; Year 2 cadence planned for hub co-design integration (P7)
Coaching +	✓ Ongoing	Monthly sessions with Gary (Supt.) and Caitlin (CS)

Superintendent Check-ins		Coordinator) throughout Year 1
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Year 2 Priority Alignment — Palermo's 7-Priority MTSS Plan

Every Year 2 session is mapped to one or more of Palermo's 7 priorities. Priorities 6 and 7 are newly launched in Year 2. Priorities 1–5 are sustained and deepened across all session types.

P1	Leadership Accountability	Decision Authority reviewed & updated; Barrier Log as standing DELT agenda; TFI team fidelity assessed	DELT + Superintendent Mtg
P2	Vision Rollout & Shared Understanding	Shared language visible at all sites; Dream Big embedded in LCAP, SPSA, onboarding	COL + Site Training
P3	Tier 1 Universal Foundations	Tier 1 Look-Fors in use; ELD implemented; cross-site PLCs quarterly; CAASPP trend monitoring	COL + Site Training
P4	Tier 2 Assessment & Responsiveness	Assessment calendar active; universal screening running; early warning flow functioning; Tier 2 entry/exit documented	DELT + Site Training
P5	Mid-Year Data Review	Mid-Year Review Protocol standing annual process; second-half adjustments visibly data-driven; Barrier Log patterns inform next year	DELT (Jan/Mar cycles)
P6	Tier 2/3 Redesign Preparation — Year 2 Launch	Draft Tier 2/3 Criteria Matrix; Build Intervention Pathway Map; Conduct Training Needs Assessment for SY 2027–28 redesign launch	DELT + COL + Site Training
P7	Tier 3 Wraparound + Community Hub Co-Design — Year 2 Launch	Launch hub co-design at all 3 sites; draft Tier 3 Coordination Model; build Cross-Dept case protocols; map existing resources; identify district hub location	CAC + Site Training + DELT

Legend: Amber = Year 2 launch priorities. Green = sustained from Year 1 foundation.

SY 2026–2027 Session Calendar — Priority-Aligned

DELT sessions occur every month September through June (10 sessions total), ensuring continuous leadership alignment and Barrier Log accountability across the full implementation year. Site Trainings and COL/CAC sessions maintain their alternating rhythm, with June serving as a full convergence month.

Month	Session Focus & Priority Alignment	Supt. Check-in / Coaching	Type	Dates
August 2026	Planning: Year 2 launch, calendar setting, priority review Coaching: SY 2026–27 implementation prep with Caitlin	Kickoff planning meeting with Gary	Planning	08/10/26
Aug 2026	Coaching & Superintendent Meetings			

September 2026	DELT #1: P1 Review — Decision Authority & Barrier Log refresh; P4 launch — Assessment calendar & screening protocol review Site Training #1: P1 & P3 site-level rollout — Barriers & Challenges Framework launch; Tier 1 Look-Fors calibration session	Monthly check-in: Year 2 priorities, assessment calendar alignment Coaching: DELT #1 + Site Training #1 debrief	DELT (3hrs monthly) + Site Training (full day x 5)	DELT: 09/08/26 SLT: 09/29/26
October 2026	DELT #2: P2 — Dream Big vision re-anchoring check; P7 — CAC Hub Co-Design launch debrief; early implementation alignment COL #1: P2 — Dream Big vision re-anchoring; P3 — Tier 1 cross-site sharing; ELD implementation check-in CAC #1: P7 — Community Hub Co-Design kickoff; resource mapping with families; introduce hub vision + 3-layer model	Monthly check-in: CAC Hub Co-Design launch debrief Coaching: COL #1 debrief; CAC facilitation prep	DELT + COL + DCAC	DELT: 10/13/26 COL: 10/13/26 DCAC: TBD
November 2026	DELT #3: P4 data review — Screening data; early warning trends; Barrier Log review; P6 intro — Tier 2/3 Redesign framing	Monthly check-in: Tier 2 data trends; P6 redesign planning	DELT + Site Training	DELT: 11/10/26 SLT: 11/9/26

	Site Training #2: P4 — Site-level data routines; SST process update; Tier 2 decision rules practice	Coaching: Site Training #2 debrief; Tier 2 screening data review		
December 2026	DELT #4: P6 — Tier 2/3 Redesign deep dive; Criteria Matrix draft review; Intervention Pathway Map co-design alignment with site leaders COL #2: P6 — Tier 2/3 Redesign deep dive; Criteria Matrix draft review; Intervention Pathway Map co-design with site leaders CAC #2: P7 — Hub resource mapping results; site wellness center planning; bilingual family resource guide co-creation	Monthly check-in: Mid-year planning; P7 hub location discussion Coaching: COL #2 debrief; hub co-design planning support	DELT + COL + CAC	DELT: 12/8/26 COL: 12/8/26 DCAC: TBD
January 2027	DELT #5: P5 — Mid-Year Data Review Protocol; attendance, discipline, academics, equity; Refinement Action Plans; P6 — Tier 2/3 Criteria Matrix finalization Site Training #3: P5 — Site-level mid-year data review; goal refinement; P6 — Tier 2/3 training needs assessment at site level	Monthly check-in: Mid-year data; Refinement Plans review Coaching: Mid-year data review debrief; Refinement Plans support	DELT + Site Training	DELT: 1/12/27 SLT: 1/26/27
February 2027	DELT #6: P3/P5 — Cross-site equity data; CCS Self-Assessment framing; mid-year trend analysis; Barrier Log review COL #3: CCS Self-Assessment (all 10	Monthly check-in: CCS self-assessment results; equity gaps	DELT (2hrs w/o Rebecca) + COL (zoom) + CAC	DELT: 2/9/27 COL: 2/9/27 DCAC: TBD

	standards); cross-site equity review; P3 CAASPP trend analysis; instructional leadership calibration CAC #3: P7 — Wellness center co-design at all 3 sites; Cross-Dept case protocol review; family hub access planning	Coaching: CCS assessment review; CAC hub planning		
March 2027	DELT #7: P5 — Spring data cycle; TFI Tier 2 & 3 fidelity review; P7 — Tier 3 Coordination Model review; hub location confirmed Site Training #4: P7 — Tier 3 wraparound co-design at each site; wellness staff-to-classroom introductions; bilingual resource guides piloted	Monthly check-in: TFI fidelity results; hub location decision Coaching: Site Training #4 debrief; Tier 3 coordination support	DELT (2hrs w/Rebecca) + Site Training	DELT: 3/9/27 SLT: 3/23/27
April 2027	DELT #8: P6 — Intervention Pathway Map progress; SY 2027–28 Tier 2/3 rollout planning; P7 — District hub MOU readiness check COL #4: P6 — Intervention Pathway Map finalized; SY 2027–28 rollout plan for Tier 2/3 redesign; P2 — Vision sustainability check CAC #4: P7 — District hub MOU planning; community co-governance structure design; partner mapping	Monthly check-in: Year-end planning; P6 redesign readiness Coaching: SY 2027–28 planning prep; Tier 2/3 training plan support	DELT (2hrs w/o Rebecca) + COL (zoom) + CAC	DELT: 4/13/27 COL: 4/13/27 DCAC: TBD
May 2027	<p>DELT #10 (Final Session)</p> <ul style="list-style-type: none"> • P1–P7 Annual Progress Review • Year 2 Targets vs. Actual Outcomes Review • Confirmation of Year 3 Priorities and Sustainability Focus Areas • DELT Charter Renewal and Governance Review • Celebration of Progress and Key Accomplishments • Sustainability and Continuous Improvement Planning <p>Site Training #5 (Final Site Session)</p> <ul style="list-style-type: none"> • Year-End Implementation Celebration • Site Implementation Planning for SY 2027–28 • Sustainability and Capacity-Building Debrief • Staff Recognition and Next-Step Commitments • Site Team Handoff and Leadership Transition Planning <p>COL #5 (Year-End)</p> <p>Priority Areas: P3 & P6</p> <ul style="list-style-type: none"> • Professional Learning Reflection • PLC Implementation Review and Lessons Learned • Identification of Effective Practices to Scale • SY 2027–28 Community of Learning Focus Planning <p>CAC #5 (Year-End)</p>	Monthly check-in: Year 2 final summary; Year 3 contract discussion Coaching: Year-end planning debrief; transition support	DELT (2hrs w/Rebecca) + Site Training	DELT: 5/11/27 (PM) SLT: 5/18/27

	Priority Area: P7 <ul style="list-style-type: none"> Community Hub Co-Design Progress Review Family and Community Voice Reflection Celebration of Partnership Accomplishments Advisory Recommendations and Year 3 Priorities 			
June 2027	Close-out and Planning with Coordinator and Superintendent	Year-End Review meeting: Full Year 2 summary + Year 3 planning Coaching: Year-end close-out	DELT + Site Training + COL + CAC	

Note: Specific dates within each month will be confirmed collaboratively with PUSD. Sessions may be adjusted for district calendar, holidays, or emerging priorities. All modifications require written documentation.

Annual Fidelity Review Calendar — Integrated with 7 Priorities

Fidelity reviews are built into the Year 2 cadence and produce concrete outputs that feed directly into next year's priority planning. Each review is aligned to the 7-Priority success metrics framework.

Fall Oct–Nov 2026	Community assessment (student, family, staff voice) TFI Tier 1 self-assessment	TFI 1.x subscales CCS Standards review P1–P3 indicator check	Baseline for SPSA goal-setting and DELT planning; priority adjustments for Q2; inform COL topics
Winter Jan–Feb 2027	CCS Self-Assessment (all 10 standards) Cross-site data review Hub utilization data (P7)	CCS Standards (IEL) Attendance / discipline / academic data Early warning indicators	Mid-year adjustments (P5); LCAP alignment check; COL curriculum update; hub co-design progress
Spring Mar–Apr 2027	Mid-Year Data Review Protocol (P5) TFI Tier 2 & 3 fidelity review P6 readiness check	TFI 2.x / 3.x subscales Tier 2/3 Criteria Matrix progress Barrier Log pattern review	Refinement Action Plans (P5); Tier 2/3 training needs confirmed (P6); Year 3 planning initiated
End of Year May–Jun 2027	All 7 priority indicators vs. Year 1-3-5 targets Staff & family satisfaction surveys Hub co-design progress (P7)	7-Priority success metrics table SAM/CCS/TFI composite Community voice data	Annual plan update; Year 3 non-negotiables; DELT charter renewal; Year 3 SOW baseline

Year 2 Deliverables by Session Type

DELT (7 sessions)

- Facilitated DELT agendas with data, Barrier Log updates, and P6/P7 progress embedded
- Meeting notes distributed within 5 business days; action items tracked to resolution

- Barrier Log updates and escalation documentation after each session
- Mid-year and Year-End implementation memos to Superintendent
- P6: Tier 2/3 Criteria Matrix (draft → final by Jan 2027)

COL — Community of Learning (4 sessions)

- Facilitated COL agendas aligned to P2, P3, and P6
- Professional learning materials (slides, protocols, frameworks, case studies)
- Site leader action commitments documented after each session
- Cross-site promising practices summary (mid-year and year-end)
- CCS Self-Assessment facilitation and results summary (Feb 2027)

Site Training (5 sessions)

- Facilitated site training agendas for all 3 school sites per session
- Barriers & Challenges Framework rollout training (Sep 2026 launch)
- P4: Site-level data routines, SST process, Tier 2 decision rules training
- P7: Tier 3 wraparound co-design and wellness staff introductions (Mar 2027)
- Site Implementation Snapshots after each visit

Community Advisory Committee / CAC (4 sessions)

- Facilitated CAC agendas aligned to P7 Community Hub co-design (primary Year 2 focus) • Community Hub resource maps, hub co-design outputs, and bilingual resource guides • CAC feedback reports shared with DELT after each session
- District hub location recommendation and MOU planning support (Year-End)
- Year-End community engagement summary and Year 3 advisory priorities

Coaching & Superintendent Meetings (20 sessions combined)

- Monthly briefing notes or agenda outlines before each meeting
- CIS progress updates, barrier escalation logs, and strategic recommendations
- Year 2 Final Implementation Report aligned to 7-Priority success metrics (June 2027)

Project Resources

Rate structure is consistent with Year 1:

In-Person (includes travel + prep)	Fee per Session	Virtual	Fee per Session
Individual Zoom sessions (1hr)	\$350	Hourly Consultation	\$350
In-Person 2–4 hours (half-day), prep	\$4,500	Virtual Meeting 1.5–2 hrs, with prep	\$2,500
In-Person 4+ hours (full-day), prep	\$6,000	Virtual Training over 3 hours	\$3,000

Year 2 Budget

#	Service Component	Sessions	Rate per Session	Subtotal	Format
3.1	DELT — District Executive Leadership Team (P1, P4, P5, P6, P7)	7	\$4,500	\$31,500	In-person, half day
3.2	COL — IN PERSON Community of Learning, Site Leader PD (P2, P3, P6)	2	\$4,500	\$9,000	In-person, half day
3.2	COL — ZOOM Community of Learning, Site Leader PD (P2, P3, P6)	2	\$2,500	\$5,000	Virtual, half day
3.3	Site Training — School Site Team Implementation (P1, P3, P4, P6, P7)	5	\$6,000	\$30,000	In-person, full day
3.4	Community Advisory Committee — CAC (P7 Hub Co-Design)	4	\$4,500	\$18,000	In-person, half day
3.5	Superintendent Monthly Check-ins (P1 Governance, strategic alignment)	10	\$350	\$3,500	Virtual, 1 hour
3.6	Implementation Coaching — Caitlin / CS Coordinator	10	\$350	\$3,500	Virtual, 1 hour
Total Direct Costs				\$100,500	
Administrative Fee (15%)				\$15,075	
GRAND TOTAL YEAR 2				\$115,575	

In accordance with California AB590, PUSD shall pay CIS a 10% advance payment upon contract execution. This advance is deducted from the first invoice(s) of the contract year.

Terms & Conditions

- This document serves as a proposal Scope of Work for Palermo Union Elementary School District (PUSD). Upon approval by all parties, a formal contract will be executed between Palermo Union Elementary School District (PUSD) and Collective Impact Solutions (CIS).
- Rates remain consistent with Year 1: \$4,500 per half-day in-person session, \$6,000 per full-day in-person session, \$350/hour for virtual sessions.
- Session dates are confirmed mutually. CIS will propose dates no later than 30 days before each term quarter. • Sessions cancelled with less than 7 business days' notice: billed at 50%. Sessions cancelled with less than 48 hours' notice: billed in full.
- CIS reserves the right to propose scope adjustments based on implementation data or emerging district needs. All scope changes require written PUSD approval prior to implementation.
- Year 2 closes with a Final Implementation Report and Year 3 SOW proposal, aligned to the 3-Year Direction (2026–2028) of the 7-Priority Plan.

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of December 22 1, 2025 by and between the **Butte County Office of Education** ("BCOE") and **Palermo Union Elementary School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
2. **Term.** Services shall commence on July 1, 2026 and will continue until June 30, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
6. **Indemnification.** The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless AGENCY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on AGENCY arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of AGENCY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless AGENCY under this Agreement, the BCOE shall reimburse AGENCY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek AGENCY approval of any settlement that could adversely affect the AGENCY, its officers, agents or employees.

7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.

8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

Butte County Office of Education
 Attn: Tim Nordstrom
 1859 Bird Street
 Oroville, CA 95965
 Email: tnordstrom@bcoe.org

If to AGENCY:

Palermo Union Elementary
 Attn: Gary Rogers
 7390 Bulldog Way
 Palermo, CA 95965
 Email: grogers@palermok8.org

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
 - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

- 21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 23. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

BCOE:

Dated: _____

BUTTE COUNTY OFFICE OF EDUCATION

Signed By: _____

Print Name: Mary Sakuma

Title: Superintendent

AGENCY:

Dated: _____

PALERMO UNION ELEMENTARY DISTRICT

Signed By: _____

Print Name: Gary Rogers

Title: Superintendent

Exhibit "A"
Scope of Services

The Butte County Office of Education (BCOE) will coordinate participation in the Lexia LETRS® professional learning program for Palermo Union School District.

Palermo Union School District will enroll fourteen (14) educators in LETRS Cohort 1, beginning August 31, 2026. The program is delivered entirely virtually by Lexia and requires a two-year commitment from participants.

BCOE will serve as the liaison between Lexia and participating districts and provide program coordination, communication, and participant support throughout the duration of the program.

Participants (14):

Terra Ronan
Victoria Brothers
Angela Ruff
Jeanee Neville
Gwen Friberg
Mary Tuato'o
Gaby Valadez
Heather Scott
Rebecca Fairbanks
Jamie Turner
Bailey Kassel
Janine Beard
Kristen Russell
Kristi Napoli

Participant substitutions may be made only prior to activation of the participant's LETRS license. Once a LETRS license has been activated, it is considered consumed by the participant and is non-transferable.

Exhibit "B"
Fee for Services

BCOE will contribute up to Seven Hundred Dollars (\$700) per participant toward the cost of the Lexia LETRS® program for up to fourteen (14) participants enrolled by Palermo Union School District, for a total BCOE contribution of Nine Thousand Eight Hundred Dollars (\$9,800).

Palermo Union School District will contribute the remaining program cost of One Thousand Dollars (\$1,000) per participant for fourteen (14) participants, for a total contribution of Fourteen Thousand Dollars (\$14,000).

The total cost of the Lexia LETRS® program for fourteen (14) Palermo Union School District participants is Twenty-Three Thousand Eight Hundred Dollars (\$23,800).

BCOE will pay the full program cost to Lexia and will initiate an S-Transfer in the amount of Fourteen Thousand Dollars (\$14,000) from Palermo Union School District to reimburse BCOE.



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

Resolution No. 26-16

Resolution on Board Compensation Increase

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

WHEREAS, the Governing Board of the Palermo Union Elementary School District values and appreciates the time, effort, and service provided by members of the Board; and

WHEREAS, Education Code section 35120 authorizes school district governing boards to establish compensation for Board members by adoption of a resolution; and

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

WHEREAS, the Governing Board has reviewed the current level of Board member compensation and finds it appropriate to increase such compensation in recognition of the duties and responsibilities of Board service;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Palermo Union Elementary School District hereby authorizes a total compensation of six hundred seventy-five dollars (\$675.00) per month for each Board member, in accordance with Education Code section 35120; and

BE IT FURTHER RESOLVED that this compensation shall apply equally to all Board members and shall be effective beginning _____.

PASSED AND ADOPTED by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on June 24, 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

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

Secretary of the Governing Board



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

Resolution No. 26-17

Resolution on Board Compensation for Missed Meetings

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

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

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

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

WHEREAS, the Board finds that Cody Nissen did not attend the Board Meeting on June 17, 2026, for the following reason:

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

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes full compensation of the Board Member for the Month of June 2026 in accordance with Education Code 35120 and Board Bylaw 9250.

PASSED AND ADOPTED by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on June 24, 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

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

Secretary of the Governing Board

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name:

County-District-School (CDS) Code:

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

5. Number of students served with AMS funds

6. Number of school sites providing arts education programs with AMS funds

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of [CLICK TO ENTER DATE OF AGREEMENT](#) by and between the **Butte County Office of Education** ("BCOE") and **Palermo Union Elementary School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
2. **Term.** Services shall commence on July 1, 2026 and will continue until June 30, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
6. **Indemnification.** The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.

The BCOE agrees to indemnify, defend, and hold harmless AGENCY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on AGENCY arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of AGENCY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless AGENCY under this Agreement, the BCOE shall reimburse AGENCY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek AGENCY approval of any settlement that could adversely affect the AGENCY, its officers, agents or employees.

7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum

limits as customary for that party's course of business.

8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

Butte County Office of Education
Attn: Stacey Malcolm
1859 Bird Street
Oroville, CA 95965
Email: smalcolm@bcoe.org

If to AGENCY:

Palermo Union Elementary School District
Attn: Gary Rogers
7390 Bulldog Way
Palermo, CA 95968
Email: grogers@palermok8.org

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
 - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

23. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

BCOE:

Dated: _____

BUTTE COUNTY OFFICE OF EDUCATION

Signed By: _____

Print Name: Mary Sakuma

Title: Superintendent

AGENCY:

Dated: _____

PALERMO UNION ELEMENTARY SCHOOL
DISTRICT

Signed By: _____

Print Name: Gary Rogers

Title: Superintendent

Exhibit "A" **Scope of Services**

The BCOE Expanded Learning Program is dedicated to supporting the districts and school sites where we currently provide after school program services through the After School Education and Safety Program (ASES) to expand existing programs to serve more students.

It is the intent that all local educational agencies offer all pupils in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities.

Expanded Learning programs shall include all of the following: On schooldays, in-person after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time. In addition, for at least 30 non-schooldays, during intersessional periods, no less than nine hours of in-person Expanded Learning opportunities per day (summer enrichment).

Menu of Contract Services:

Site based Expanded Learning Programs will be provided each day that school is in session from the time the final school bells rings until 6:00 p.m.

Costs for Expanding Existing ASES Program

__1__ QTY \$43,340 (does not include summer programming)
Baseline Classroom (Grades 1 – 6)
1 to 20 Staff to Student Ratio
Classified Staff

__3__ QTY \$43,340 (does not include summer programming)
Baseline Classroom (TK-K)
1 to 10 Staff to Student Ratio
Classified Staff

Costs includes: Staffing, Administrative Costs, Enrollment/Attendance Tracking Software, Curriculum/Resource Purchases, Program Plan Template and Other Related Expenses

Additional contract features may include field trips and/or bringing in outside entities to provide specific enrichment activities such as dance, art (cartooning, water colors, drama, etc.), karate, music, etc. Costs for these services will be determined on a case by case basis upon request of the LEA.

Costs for Intersessional and/or Summer Enrichment Programs

Contract services below are for 30 non-schooldays, during intersessional periods and/or summer, no less than nine hours of in-person expanded learning opportunities per day. BCOE is available to support intersessional programming if staff are available to do so.

Contract costs for districts partnering to provide summer school in the mornings (8:00 a.m. to 12 noon) and the BCOE Expanded Learning Program providing enrichment activities in the afternoons (12 noon to 5:00 p.m.).

__8__ QTY \$11,462 (12 noon to 5:00 p.m.)
Baseline Classroom (Grades 1-6)
1 to 20 Staff to Student Ratio
Classified Staff

__3__ QTY \$11,462 (12 noon to 5:00 p.m.)
Baseline Classroom (Grades TK-K)
1 to 10 Staff to Student Ratio
Classified Staff

Additional contract features may include field trips and/or bringing in outside entities to provide specific enrichment activities such as dance, art specialties, karate, music, etc. Costs for these services will be determined on a case by case basis.

Additional costs are highlighted in Exhibit B (fee-for-services section).

District Responsibilities:

1. Snack/supper administration during the instructional school year. Breakfast, lunch and snack during summer enrichment
2. Sufficient space (classrooms, cafeteria, gym, etc.) to provide a safe and engaging program (one classroom/location for every 20 students being served)
3. Custodial services
4. Students who receive special accommodation during the regular day, such as one-on-one services, the administration of special medications, or the need for specialized medical treatment, will need to receive those same accommodations during after school and summer enrichment. The responsibility is the districts to provide trained staff to support the needs of their students. In certain circumstances, BCOE staff can be trained to administer insulin and EpiPen, for life-saving purposes only. Please note that this contract does not include funding to hire special education aids, health clerks, nurses, or other individuals to serve students with special needs. The aforementioned staff will need to be hired by the district to assure all students can safely participate in the district's Expanded Learning Opportunity Program. Student safety is our highest priority and with your ongoing support and collaboration we can successfully serve all district students, as required by the Expanded Learning Opportunities Program.
5. LEA will notify BCOE Expanded Learning Assistant Director, Stacey Malcolm at smalcolm@bcoe.org, of pending LEA annual audit dates via email upon notification from auditor. BCOE collaborates with 10 districts on their annual ELO-P audits and requires ample time to successfully schedule and support districts. Please note that last minute notification may limit BCOE's ability to successfully support a district.
6. Provision of a school nurse or health aid, during the 30 non-school days, during intersessional periods and/or summer enrichment.

Additional Contract Provisions:

1. BCOE will maintain ownership of curricula and technological devices procured with district funds to provide aforementioned services. Items purchased with district funds will be used solely in that district and inventoried to meet audit and compliance guidelines.

2. BCOE will notify the LEA by the next working day following, and to submit a written report within seven days of, the occurrence of any health or safety related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision(c) pursuant to Education Code section 8433.4 (b).
3. BCOE will request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment pursuant to Education Code section 8433.4(d). Please note this information is requested/required on the student registration documentation.
4. The district will hold BCOE harmless for unforeseen issues (COVID, nation-wide staffing shortage, etc.) that prevent the successful implementation, and ongoing provision of all Expanded Learning legislative, audit, and compliance requirements.

Exhibit "B"
Fee for Services

2026 – 2027 Fiscal/School Year:

Service Type	Cost	Qty	\$ Total
After School Expansion (Classified) Grades 1 – 6/1 to 20 ratio	\$ 43,340	1	\$ 43,340
After School Expansion (Classified) Grades TK – K/1 to 10 ratio	\$ 43,340	3	\$ 130,020
Summer Enrichment (12 Noon – 5:00 p.m.) Grades 1 – 6/Classified/1 to 20 ratio	\$ 11,462	8	\$ 91,696
Summer Enrichment (12 Noon – 5:00 p.m.) Grades TK – K/Classified/1 to 10 ratio	\$ 11,462	3	\$ 34,386
Annual ELO-P Staff Support Fee (per site) (Golden Hills and Helen Wilcox)	\$ 10,819	2	\$ 21,638
ASES Summer Program Rebate (\$8,300/site) (Helen Wilcox and Honcut)	\$ 8,300	2	\$ -16,600
BCOE Indirect Cost (9.27%)	\$ 25,831	1	\$ 25,831
Total Contract Amount			\$ 330,311

With District approval, contract totals can be adjusted should additional students wish to participate in the program. BCOE will conduct a budget review in February to determine if a contract budget revision is necessary and to revise future invoicing should BCOE determine it will not utilize all proposed contract dollars.

District payment structure will replicate that of the California Department of Education’s After School Education and Safety Program (ASES):

Percentage of Total Contract Amount Due to BCOE Fiscal Department:

- 65% Due within 30 days of signed contract.
- 25% Due on or before February 1st of contract year.
- 10% Due on or before June 1st of contract year.

After School Education and Safety Program (ASES) provides annual after school funding to serve:

- 72 - Students Per Day at Golden Hills
- 89 - Students Per Day at Helen Wilcox
- 20 - Students Per Day at Honcut

102 - Students Per Day at Palermo