



## BOARD MEETING AGENDA

October 27, 2021

**Place: Palermo School Cafeteria  
7350 Bulldog Way, Palermo, CA 95968**

**5:00 p.m.**

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

Superintendent  
Kathleen Andoe-Nolind

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

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

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

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

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

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

### INTRODUCTION

1. **Call to Order.** (Time\_\_\_\_\_)

2. **Flag Salute.**

3. **Roll Call.**

4. **Approval of Agenda.**

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

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

Golden Hills – Mrs. Napoli has been invited to speak at the annual CA-MTSS Executive Team Meeting to present to the California Legislature on Golden Hills MTSS implementation and how it is affecting change for our students and staff.

6. **Audience with the Board.**

**Non-Agenda Items:**

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

7. **Audience with the Board.**

**Agenda Items:**

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

8. **CONSENT AGENDA**

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

**Action Items**

a. Minutes of October 13, 2021 Regular Board Meeting

a. Surplus and Obsolete Requests.

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

Surplus/Obsolete Items:

Printer, HP Officejet 5610 All-In-One #3086

Printer, Brother HL02270DW

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

**Reports**

b. Events Calendar.

REFERENCE #1

c. Palermo Account Ledger September 1, 2021 to September 30, 2021

REFERENCE #2

d. Discipline Reports 2021-2022, September 2021

REFERENCE #3

**CONSENT AGENDA APPROVAL:**

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

9. **ITEMS REMOVED FROM CONSENT AGENDA**

a.

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

b.

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

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

- a. It is recommended Board Resolution 21-10 Calling for State Officials to Not Require the COVID-19 Vaccine for Students and Staff be approved.

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

REFERENCE #4

- b. It is recommended the revised COVID Safety Plan 2021-2022 be approved.

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

REFERENCE #5

- c. It is recommended the ESSER III Expenditure Plan be approved.

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

REFERENCE #6

- d. It is recommended the Agreement for COVID-19 Vaccination and Testing Verification between Butte County Office of Education (BCOE) and Palermo Union Elementary School District be approved

REFERENCE #7

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

- e. Cal OSHA's requirements in regard to the use of face coverings in response to COVID-19.

REFERENCE #8

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

- f. It is recommended the 2021-2022 School Photography Agreement with Creative Imaging be approved.

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

REFERENCE #9

- g. It is recommended Palermo Middle School transition of the Valedictorian Award to be based upon a 4.0 GPA during all three years at middle school be approved.

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

REFERENCE #10

- h. It is recommended the Memorandum of Understanding between Palermo Union Elementary School District and Palermo Teachers Association regarding an Independent Study Lead Teacher dated October 21, 2021 be approved.

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

REFERENCE #11

- i. It is recommended the Memorandum of Understanding between Palermo Union Elementary School District and California School Employees Association (CSEA Palermo Chapter #366) regarding supplemental instruction support with non-permanent increases in hours dated September 16, 2021 be approved.

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

REFERENCE #12

- j. It is recommended to approve the book "We Beat the Streets: How a Friendship Pact Led to Success" for use in the 7<sup>th</sup> grade ELA classes under the condition that the text on page 106, paragraph 2, from the word "cellmates" to the word "Rameck" be redacted.

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

REFERENCE #13

- k. Approval for Amber Gage to provide Expanded Learning Opportunity Plan Targeted Tutoring utilizing the Maneuvering Math curriculum for 8<sup>th</sup> grade students.

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

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

- l. Approval for Amy Andracchio to provide Expanded Learning Opportunity Plan Targeted Tutoring utilizing the Just Words curriculum for 6-8 grade.

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

- m. California School Employees Association, Bargaining Unit 366.  
(Comments from CSEA, if any, to the Governing Board.)
- n. Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).  
(Comments from PTA, if any, to the Governing Board.)

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

12. **Correspondence.**

13. **Superintendent's Reports.**

14. **Board Items.**

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

1. Closed session for the purpose of discussing Student Matters/Discipline, in accordance with Education Code Sections 48918 and 35146, regarding Stipulated Expulsion Agreement October 11, 2021 ID #239102.
2. Closed session regarding matters of personnel/employment/ all in accordance with Government Code Section 54957.
3. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent.

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

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

**ACTION ITEMS**

15. **Student Discipline**

- a. Action on Stipulated Expulsion Agreement 10/11/21, ID #239102

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

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

**Confidential/Classified Management:**

- a. Kathryn Potter, Account Technician, class II, step 15, 12 month, 8.0 hours, effective November 15, 2021

**Classified:**

- b. Maria Romero, Health/Office Clerk, class 8, step 1, 183 days, 5.0 hours, Helen Wilcox effective November 1, 2021
- c. Mackenzie McKeehan, Library Technician, Palermo School, class 5, step 1, 183 days, 6.0 hours, revised start date of October 26, 2021.
- d. Maria Romero, Instructional Aide, class 4, step 3, 183 days, reduce position to 3.0 hours
- e. Carla Lorimor, substitute instructional aide, class 4, step 1, effective October 18, 2021
- f. Estela Munoz, Attendance/Health Aide, class 11, step 2, att clerk calendar, 8.0 hours, Helen Wilcox, effective October 13, 2021
- g. Jace Buck, instructional aide, class 4, step 1, 183 days, 3.5 hours, Helen Wilcox, effective November 1, 2021
- h. Marvin Tull, Van Driver, class 12, step 1, 183 days, 3.8 hours, effective November 1, 2021

**Child Development Program:**

- i. Amanda Talamantes, instructional aide child development, resignation, Palermo Preschool effective October 15, 2021
- j. Elaina Arivett, instructional aide child development, retroactive AA stipend to August 2, 2021

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

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

**REGULAR BOARD MEETING**

1. President Debbie Hoffman called the meeting to order at 5:04p.m., and welcomed those in attendance. The meeting was moved from the District Office, across the parking lot to the cafeteria at Palermo Middle School to accommodate a larger audience.
2. President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Loretta Long, and Cody Nissen. William Bynum arrived during Item 10 Staff/Business Reports. Jessica King was absent.

Others present were: Kathleen Andoe-Nolind, Ruthie Anaya, Cindy Daniluke, Tiffeny Pittman, Brian Cherry, Alia Cherry, Korilyn McBride. Cecily Myers, Tara Kincaide, Lindsay Arbaugh, Kasey Boone, Michelle Leonard, Kayla Nielsen, Wanda McDonald, Vesta Lycan, Misty Nissen, Callie Lerner, Kimberly Solano, Frank Maturino, Elvia Williams, Irabia Flores, Melissa Serekileva, Rachel Tweedt, Chris Sharp, Donna Dudley, Carlos Aguilar, Melinda Tuft, Michael Tuft, Andy McCoy, Kristi Napoli, Katrina Cramer, Jeannee Neville, Heidi Butler, Ronda Rodriguez, Rosalba Juarez, Lesley Thomason, Jaime Stroh, Nona Hernandez, Chandler McCauley, Lacey Stafford, Melissa Fallon, Yelena Agaricov, Aleksa Agaricov, Andrew Agaricov, Mary Agaricov, Milana Agaricov, Diana Credell, Amanda Partain, Ashton Southworth, Suzi Cartwright, Alan Cartwright, Margie Hunt, Mayte Rodriguez, Brittany Movikas, Shaunna Swanson-Cole, Cynthia Caratenuto

4. A motion was made by Loretta Long, seconded by Cody Nissen, recommending the agenda be approved. Debbie Hoffman, Loretta Long and Cody Nissen voted aye. Motion unanimously carried. William Bynum was absent for this vote. Jessica King was absent.

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

**Golden Hills:** Golden Hills teachers have been amazing! They are really focusing on their essential standards, making data tables and designing intervention groups based on each individual student! Their hard work and thoughtfulness about every student's individual need is so appreciated. A shout out to all aides, maintenance and office staff, everyone has gone above and beyond since school started, taking on extra responsibilities and being so flexible to help in any way possible. At Golden Hills in remembrance of 9/11, we have had 911 Acts of Kindness happening the entire month of September. Families, students and staff are writing shout outs that have been placed in the cafeteria! Golden Hills Eagles grow together, learn with passion, act with kindness and change the world!

**REGULAR BOARD MEETING****5. Tell Me Something Good – (Site and Student Recognition) (continued)**

**Helen Wilcox:** Helen Wilcox is a great place to be! We have had a huge success with our two PAW Days! So many paws turned in at each grade level! 121 students have leveled up in LEXIA Reading since September 1<sup>st</sup>. In the first week of I-Ready math individual instruction we have had 92% first graders complete their lessons; Grade 2 98% and Grade 3 97%. Huge success! A shout out to Mr. Clyde and Mr. Alex, whenever they see me coming they asks, “how can I help?” Mrs. Peterson and Mrs. Romero have been so helpful working under pressure and do whatever it takes! Coach Coleman has been doing a lot of teaching! Mrs. Rockwell and Mr. Stanton have been so flexible every day has been a new adventure! All Wildcat teachers and support staff are ROCKSTARS!

**Palermo School:** We are so thankful the number of students out of school due to quarantine has dropped and we are finding a rhythm to our school year. We had an excellent day celebrating our 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students that received a Principal or Superintendent award for their academic achievements in 2020-2021. Our ASB officers have been elected. Congratulations to: Harley B, President; Joseph F, Vice President, Ryan W., Treasurer, Laela D, Secretary, Bella Z, Activities Commissioner.

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

Ashton Southworth, Cecily Myers, and Tara Kincaide asked to speak on non-agenda items.

Ashton Southworth, Cecily Myers and Tara Kincaide all spoke about concerns with the anticipated vaccine mandate. They feel like it should be a choice and not a mandate and were concerned about the potential risk to children.

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

Ronda Rodriguez asked to speak on 10a. Jay Lawson asked to speak on 10b.

**8. CONSENT AGENDA**

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



**REGULAR BOARD MEETING****Action Items**

- a. Minutes of September 16, 2021 Special Board Meeting.
- b. Warrant Numbers 207339 to 209780 in the amount of \$628,119.21, Funds 11, 12, 13 and 76.
- c. Surplus and Obsolete Equipment  
Hewlett Packard Copy Machine – Model C4087A #012361

**Reports**

- d. Events Calendar
- e. Palermo Account Ledger July 1, 2021 to July 30, 2021
- f. Staff Development Reports, August 2021, September 2021
- g. Discipline Reports 2021-2022, August 2021

**9. ITEMS REMOVED FROM CONSENT AGENDA**

There were no items removed from the consent agenda.

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

- a. Discussion regarding the COVID-19 testing for employees, substitutes and volunteers. Ronda Rodriguez asked if employees had the choice between saliva and swab and wondered why vaccinated employees were not required to test since a high percentage of fully vaccinated people are coming down with COVID. Mrs. Noland said the preferred method is for everyone to provide a saliva test, however, the nose swab test would be made available for those that prefer that method. The district is following CDPH guidance that only requires testing of the unvaccinated individuals.
- b. Discussion regarding the ESSER III Expenditure Plan. Jay Lawson said his understanding was that accepting ESSER federal funds is the reason the District had to enforce a mask mandate. Mrs. Noland clarified that the ESSER funds do not have any correlation to the CDPH mask mandate. The strict enforcement of the mask wearing was because someone filed a CalOSHA complaint that not enforcing the mask policy was creating an unsafe workplace. CDPH then issued further guidance that failure to enforce could result in civil and criminal penalties for administrators and certificated and they could be at risk of having their teaching credential revoked.

## REGULAR BOARD MEETING

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

- c. A motion was made by Loretta Long, seconded by Cody Nissen recommending the instructional materials for Agriculture, Grade 6-8, 'One Less Thing' be approved. Debbie Hoffman, Loretta Long and Cody Nissen voted aye. Motion unanimously carried. William Bynum was absent for this vote. Jessica King was absent.
- d. A motion was made by Loretta Long, seconded by Cody Nissen recommending the 2021-2022 Injury and Illness Prevention Plan COVID-19 Addendum be approved. Debbie Hoffman, Loretta Long and Cody Nissen voted aye. Motion unanimously carried. William Bynum was absent for this vote. Jessica King was absent.
- e. A motion was made by Loretta Long, seconded by Cody Nissen recommending the COVID-19 Prevention Program (CPP) be approved. Debbie Hoffman, Loretta Long and Cody Nissen voted aye. Motion unanimously carried. William Bynum was absent for this vote. Jessica King was absent.
- f. A motion was made by Loretta Long, seconded by Cody Nissen recommending the proposal with Living Fit Nation to provide Saliva PCR tests for weekly employee testing be approved. Fiscal impact unknown. Funding: COVID-19 funding. Debbie Hoffman, Loretta Long and Cody Nissen voted aye. Motion unanimously carried. William Bynum was absent for this vote. Jessica King was absent.
- g. The COVID-19 Safety Plan 2021-2022 was tabled until the next meeting to make some minor corrections.
- h. A motion was made by Loretta Long, seconded by Cody Nissen recommending the job description for the Director of Special Education be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- i. A motion was made by Loretta Long, seconded by Cody Nissen recommending the revised 2021-2022 Certificated Management Salary Schedule be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- j. A motion was made by Loretta Long, seconded by Cody Nissen recommending the Memorandum of Understanding where Palermo Union School District agrees to become a member institution of the California Partnership for Achieving Student Success (Cal\_PASSPlus) be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.

## REGULAR BOARD MEETING

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

- k. A motion was made by Loretta Long, seconded by Cody Nissen recommending the proposal for GASB 74/75 actuarial valuation services with Total Compensation Services, Inc. (TCS) be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- l. A motion was made by Loretta Long, seconded by Cody Nissen recommending the revised job description for the Van Driver be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- m. A motion was made by Loretta Long, seconded by Cody Nissen recommending the Memorandum of Understanding for the 2021-2022 After School Education and Safety (ASES) Program be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- n. A motion was made by Loretta Long, seconded by Cody Nissen recommending the Letter of Intent with Alco Building Solution to apply for the AB841: California Schools Healthy Air, Plumbing and Efficiency Grant be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- o. A motion was made by Loretta Long, seconded by Cody Nissen recommending Board Resolution 21-09 to adopt the 2020-2021 actual and the 2021-2022 estimated School District GANN Limit Calculations be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- p. A motion was made by Loretta Long, seconded by Cody Nissen recommending the 2020-2021 Unaudited Actuals Reports (SACS) be approved. Debbie Hoffman, Loretta Long, William Bynum and Cody Nissen voted aye. Motion unanimously carried. Jessica King was absent.
- q. There were no comments from the California School Employees Association Bargaining Unit 366.
- r. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

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

None.

**12. Correspondence.**

- a. Letter from Mary Sakuma, BCOE, regarding the 2021-2022 LCAP approval
- b. Letter from BCOE for Original Budget Approval

**13. Superintendent's Reports.**

None

**14. Board Items.**

William Bynum said Palermo School won the first chess tournament of the season.

Debbie Hoffman thanked everyone for coming and providing input.

**CLOSED SESSION**

- 1. The Board recessed into closed session at 7:15p.m. regarding matters of personnel/employment/retirement all in accordance with Government Code Section 54957.
- 2. Matters of negotiations with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association, Bargaining Unit 366, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/ confidential, in accordance with Government Code Section 54957.6, with designated representative Kathleen Andoe-Nolind, Superintendent.

**OPEN SESSION**

The Board reconvened into open session at 7:40 p.m.

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

No action was taken in closed session.

**ACTION ITEMS**

**REGULAR BOARD MEETING****15. Personnel – Recommendation: Approval.**

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

**Certificated Management:**

- a. Theresa Holyoak, Director of Special Education, Class II, step 18, effective July 1, 2021
- b. Michael Tuft, vice principal, Helen Wilcox, class II, step 1, effective date to be determined.
- c. Michael Tuft, substitute vice principal, effective October 11, 2021

**Certificated:**

- d. Nicole Aplustill, certificated substitute, effective September 21, 2021
- e. Jennifer McKim, after school tutor, Palermo School, effective September 20, 2021
- f. Michaela Weston, after school tutor, Golden Hills, effective September 20, 2021

**Child Development Program**

- g. Dulce Carrillo Lopez, substitute IA ECD, class 6, step 1, effective June 15, 2021
- h. Dulce Carrillo Lopez, IA Associate Teacher, class 6, step 1, pre 12 mo, 5.0, Honcut effective October 1, 2021
- i. Jasmine Cano, child development instructional aide, Palermo preschool, resignation effective October 1, 2021

**Classified:**

- j. Angelica Sanders, substitute instructional aide, class 4, step 1, effective September 15, 2021
- k. Angelica Sanders, instructional aide, class 4, step 1, 183 days, 3.5 hours, Helen Wilcox, effective October 14, 2021
- l. Jace Buck, class 4, step 1, substitute instructional aide, effective September 21, 2021
- m. Robin Cox, substitute instructional aide, class 4, step 1, effective September 29, 2021
- n. Robin Cox, instructional aide, class 4, step 14, 183 days, 3.5 hours, Helen Wilcox, effective October 14, 2021
- o. Mackenzie McKeehan, library technician, class 5, step 1, sch yr, 6.0 hours, effective October 18, 2021
- p. Brenda Gamboa, substitute attendance health aide, class 8, step 1, effective September 27, 2021
- q. Brenda Gamboa, attendance health aide, Golden Hills, class 8, step 1, 183 days, effective October 14, 2021

<b>MINUTE RECORD OF</b>	<b>PALERMO UNION SCHOOL DISTRICT</b>	<b>October 13, 2021</b>
<b>REGULAR BOARD MEETING</b>		

**ADJOURNMENT**

President Debbie Hoffman declared the meeting adjourned at 7:40 p.m.

Respectfully submitted,

Kathleen Andoe-Nolind  
Secretary to the Governing Board

## EVENTS CALENDAR

October 27, 2021	Regular Board Meeting	5:00pm
November 10, 2021	Regular Board Meeting	5:00pm
November 11, 2021	Veteran's Day	<i>No students, teachers or staff</i>
November 12, 2021	Intersession Day	<i>No students, teachers or 10 mo employees</i>
November 22 - 24, 2021	Thanksgiving Break	<i>No students, teachers Or 10 mo employees</i>
November 25 - 26, 2021	Thanksgiving Holidays	<i>No students, teachers or staff</i>
December 8, 2021	Regular Board Meeting	5:00pm
December 10, 2021	Awards Ceremony	<i>Palermo School</i>
December 20 - 31, 2021	Christmas Break	<i>No students, teachers or 10 mo employees</i>
December 23 - 24, 2021	Christmas Holidays	<i>No students, teachers or staff</i>
December 30 - 31, 2021	New Year's Holidays	<i>No students, teachers or staff</i>

Revised: 10/22/21

ASB LEDGER SHEETS 2021-22					
			2020-21		
		MONTH:	9/1/2021-9/30/2021		
ACCOUNT NAME	BEG BAL	RECEIPTS	DISBURSMENTS	TRANSFERS	ENDING BAL
102 PAL ST BODY	\$7,199.79	\$0.00	\$0.00		\$7,199.79
202 SPORTS	\$6,725.53	\$1,120.00	(\$5,683.73)		\$2,161.80
205 REFEREE	\$55.90	\$0.00	\$0.00		\$55.90
300 YEARBOOK	\$4,736.48	\$0.00	\$0.00		\$4,736.48
402 PAL LIBRARY	\$1,192.17	\$0.00	\$0.00		\$1,192.17
502 BAND	\$3,482.70	\$0.00	\$0.00		\$3,482.70
505 DRILL TEAM	\$303.11	\$0.00	\$0.00		\$303.11
506 6TH GRADE	\$5,329.43	\$0.00	\$0.00		\$5,329.43
507 7TH GRADE	\$1,540.48	\$0.00	\$0.00		\$1,540.48
509 8TH GRADE	\$1,096	\$0.00	(\$82.12)		\$1,013
511 CLUB LIVE	\$1,826.64	\$0.00	\$0.00		\$1,826.64
512 CHESS CLUB	\$613.72	\$0.00	\$0.00		\$613.72
513 FFA	\$2,427.60	\$8,750.00	(\$970.93)		\$10,206.67
	\$36,529.13				\$39,662.35
	<b>\$36,529.13</b>				<b>\$39,662.35</b>



**PALERMO UNION SCHOOL DISTRICT  
DISTRICT-WIDE DISCIPLINE REPORT**

SEPTEMBER 2021									
INFRACTION In School Suspensions									
Grounds for Suspension/Expulsion	K	1	2	3	4	5	6	7	8
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.									
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.					1				
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his designee.									
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.									1
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.									
(e) Committed or attempted to commit robbery or extortion.									
(f) Caused or attempted to cause damage to school property or private property.									
(g) Stole or attempted to steal school property or private property.									
(h) Possessed or used tobacco.									
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.									
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.									
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.									
(l) Knowingly received stolen school property or private property.									
(m) Possessed an imitation firearm.									
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.									
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.									
(r) Engaged in an act of bullying, including bullying committed through electronic means.						1			
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)									
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)									
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)									
.7 Made terroristic threats against school officials or school property.									
<b>Total Number of Incidents</b>	0	0	0	0	1	1	0	0	1

**PALERMO UNION SCHOOL DISTRICT  
DISTRICT-WIDE DISCIPLINE REPORT**

<b>INFRACTION</b>	<b>Out of School Suspensions</b>								
<b>Grounds for Suspension/Expulsion</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.				1			1	2	3
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.									
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his Designee.									
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.									
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.									
(e) Committed or attempted to commit robbery or extortion.									
(f) Caused or attempted to cause damage to school property or private property.								1	
(g) Stole or attempted to steal school property or private property.									1
(h) Possessed or used tobacco.									3
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.									5
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.									
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.							1	11	8
(l) Knowingly received stolen school property or private property.									
(m) Possessed an imitation firearm.									
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.									
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.									
(r) Engaged in an act of bullying, including bullying committed through electronic means.									1
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)									
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)									
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)									
.7 Made terroristic threats against school officials or school property.									
<b>Total Number of Incidents</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>14</b>	<b>21</b>

**PALERMO UNION SCHOOL DISTRICT  
DISTRICT-WIDE DISCIPLINE REPORT**

<b>INFRACTION</b>	<b>Number of referrals to AEP</b>								
<b>Grounds for Suspension/Expulsion</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.		2	1	1	3	2			
(a) (2) Willfully used force or violence upon the person of another, except in self-defense.									
(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object without written permission from a certificated employee and concurrence by the principal or his Designee.									
(c) Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.									
(d) Unlawfully offered or arranged or negotiated to sell any controlled substance, an alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.									
(e) Committed or attempted to commit robbery or extortion.									
(f) Caused or attempted to cause damage to school property or private property.						1			
(g) Stole or attempted to steal school property or private property.					1				
(h) Possessed or used tobacco.						1			
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.						3			
(j) Unlawfully offered, arranged or negotiated to sell any drug paraphernalia.									
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school personnel engaged in the performance of their duties.			1		4	13			
(l) Knowingly received stolen school property or private property.									
(m) Possessed an imitation firearm.									
(n) Committed or attempted to commit a sexual assault or committed a sexual battery.									
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness, or retaliating against that pupil for being a witness, or both.									
(r) Engaged in an act of bullying, including bullying committed through electronic means.						2			
(48900.2) Sexual Harassment (Excluding grades K-3, inclusive)									
(48900.3) Causing, threatening to cause or participating in an act of hate violence. (Excluding grades K-3, inclusive)									
(48900.4) Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile education environment. (A pupil or pupils enrolled in any of grades 4-12, inclusive.)									
.7 Made terroristic threats against school officials or school property.									
<b>Total Number of Incidents</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>8</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>

**PALERMO UNION SCHOOL DISTRICT  
DISTRICT-WIDE DISCIPLINE REPORT**

Number of Days Suspended	K	1	2	3	4	5	6	7	8
1 Day					1	1			
2 Days									
3 Days									
4 Days									
5 Days			1						
Total Days	0	0	5	0	1	1	0	0	0
Superintendent/Designee Alternative to Suspension/Expulsion # of Students (extensions beyond 5 days)									
<b>SUMMARY OF BUS VIOLATIONS</b>									
	K	1	2	3	4	5	6	7	8
<b>FIRST VIOLATION:</b> Warning by Principal, notification of parent.		1			1	1	1		2
<b>SECOND VIOLATION:</b> Student will not be permitted on ANY bus for five (5) school days, and until the parents and student have had a conference with the Principal.			1						2
<b>THIRD VIOLATION:</b> Exclusion from riding ANY bus for the remainder of the school year unless reinstated by the Principal.						3			
<b>FOURTH VIOLATION:</b> Exclusion from riding ANY bus for ANY reason. (Minimum exclusion shall be until the last day of the trimester following the trimester in which the exclusion occurred.)									
<b>TOTAL</b>	0	1	1	0	1	4	1	0	4

**Palermo Union Elementary School District**  
**Board Resolution Number: 21-10**

**Resolution Calling for State Officials to Not Require the COVID-19 Vaccine for Students and Staff**

WHEREAS, California Governor Gavin Newsom announced October 1, 2021, that California would be the first state in the nation to require all students to be vaccinated; and

WHEREAS, Governor Newsom's announcement stated students will be required to be vaccinated, or complete an approved exemption form for in-person learning, starting the term following FDA full approval of the vaccine for their grade span (7-12 and K-6); and

WHEREAS, Governor Newsom is directing the California Department of Public Health to add the COVID-19 vaccine to other vaccinations required for in-person school attendance—such as measles, mumps, and rubella—pursuant to the Health and Safety Code sections 120325 – 120380, which will remove the personal belief exemption option for families; and

WHEREAS, COVID-19 vaccine requirements will apply to all “pupil[s] of any private or public elementary or secondary school[s]” (HSC section 120335(b)); and

WHEREAS, this mandate will be a condition of in-person attendance (HSC section 120335(f)), and any student who is not vaccinated, and does not complete an approved exemption form, may remain enrolled in independent study but may not attend in-person instruction; and

WHEREAS, Governor Newsome has directed adults be held to the same standards as students for the COVID-19 vaccine; and

WHEREAS, Governor Newsome's announcement states the current verify-or-test requirement for staff will be converted to a vaccine mandate no later than when the first phase of the student requirement becomes effective; and

WHEREAS, the Palermo Union Elementary School District, and all other California School districts already struggle to find qualified employees for both certificated and classified positions, and the COVID-19 vaccine requirement is likely to create more open jobs (with currently approximately 36% of Palermo Union Elementary School District employees are unvaccinated); and

WHEREAS, the Palermo Union Elementary School District supports local control and decision making; and

WHEREAS, the Palermo Union Elementary School District's public schools have operated

in-person learning safely since reopening in the fall of 2020 without available vaccines or COVID-19 vaccination mandates for most of that time; and

WHEREAS, the Palermo Union Elementary School District's parents have expressed concern regarding the lack of research on long-term impacts on children for the COVID-19 vaccine;

NOW THEREFORE, BE IT RESOLVED, that the governing board of the Palermo Union Elementary School District respectfully requests that the State of California legislature uphold the constitutionally guaranteed right to provide informed consent before proceeding with any medical procedure of residents of the State of California for themselves and their children, and not require the COVID-19 vaccine for students and staff of TK-12 grade Local Education Agencies.

BE IT FURTHER RESOLVED, that the governing board of the Palermo Union Elementary School District will petition the State of California that the COVID-19 Vaccine not be a requirement for students and staff.

This resolution will be shared in the California Department of Public Health input sessions required to add the COVID-19 vaccine to the list of required vaccines.

Adopted this \_\_\_\_ day of \_\_\_\_\_ in 2021

Motion made by:

Second made by:

Members voting "Aye":

Members voting "No":



# Palermo

UNION ELEMENTARY SCHOOL DISTRICT

*"Building the Foundation for Success"*

## **COVID-19 Safety Plan**

**2021 - 2022**

The following plan was originally developed to safely reopen our schools on October 19, 2020 as allowed, when Butte County moved into the Red Tier based on our county's improving COVID-19 data. The COVID-19 pandemic remains a fluid and dynamic situation, therefore this plan is subject to change in response to changing data and updated guidance. This plan was revised again in January 2021 to reflect the updated CDPH guidance entitled "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year" that was provided on January 14, 2021. We are once again revising this plan to reflect the September 1, 2021 CDPH Guidance for K-12 Schools in California for the 2021-2022 school year.

As we continue to provide in-person instruction, PUESD will continue to monitor local conditions, collaborate with the Butte County Department of Public Health and follow the California Department of Public Health's COVID-19 Public Health Guidance for K-12 Schools in California, 2021-2022 School Year released September 1, 2021.

## **Masks/Face Coverings**

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

- All staff will wear masks/face in all indoor areas unless they are medically exempt.
- All students in TK through 8th grade will be required to wear a mask/face covering at all times while indoors, unless medically exempt.
- Staff and students are encouraged to bring their own mask/face covering to school each day, however, all campuses will have masks available for individuals to use. Staff are encouraged to wear disposable 3-ply surgical masks, which are more effective than cloth face coverings.
- Staff may use transparent face shields with a drape when necessary to conduct educational activities.
- CDPH recognizes there are some people who cannot wear a mask/face covering. People are exempt from this requirement if they are under age 2, have a medical or mental health condition or disability that impedes them from properly wearing or handling a mask, or when it would inhibit communication with a person who is hearing impaired. This medical condition must be documented in an IEP or communicated to the school or Human Resources by way of a physician's order. Persons exempted from wearing a face covering due to a medical condition must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- The district will provide Independent Study as an alternative educational program for students who do not wish to use a mask/face covering while indoors
- Mask/face covering use is optional when outdoors for both students and staff.
- Masks/face coverings should be removed for meals, snacks, and naptime.



## Health and Safety Protocols

COVID-19 is still an active virus that will continue to affect individuals in the school setting. In order to provide for the screening of students and staff, identify potential exposure to COVID-19 and limit the spread of COVID-19 among students and staff, PUESD will follow all guidance as provided by CDPH.

- Staff members will complete a daily self-screening for COVID-19 symptoms before reporting to the work site.
- Parents and guardians must screen students for COVID-19 symptoms (fever, cough, shortness of breath, chills, fatigue, muscle pain, headache, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, loss of taste or smell) before bringing them to school each day. (See Appendix A: Daily Home Screening Checklist for Students to assist you with daily home screening.)
- Students and staff members **must stay home** if they have any of the COVID-19 symptoms listed above.
- Students and staff members **must stay home** if they have been in close contact with someone who (a) is COVID-19 positive, (b) is being tested for COVID-19, or (c) is ill with symptoms of COVID-19. The student may not return to school until cleared to do so by Butte County Public Health, a medical care provider and/or school personnel.
- Any student or staff member who exhibits any of the COVID-19 symptoms listed above, while at school, will be sent home immediately.
- Any student who exhibits any COVID-19 symptoms while at school will wear a mask and be sent directly to the Health Office on campus where they will be evaluated by the nurse or healthcare assistant.
- Students exhibiting COVID-19 symptoms will wait in a supervised isolation area until a parent or guardian comes to pick them up.
- Students sent home for exhibiting symptoms, being identified as a close contact to a confirmed positive individual or awaiting test results

may participate in Independent Study for the duration of the quarantine period.

- If a student or staff member has stayed home, or is sent home from school/work site, due to having COVID-19 symptoms they may not return to school/work site until at least 10 days have passed since the start of symptoms, the symptoms are improving and they have been fever free for 24 hours without the use of fever reducing medication OR they receive a negative COVID-19 PCR test and symptoms are improving OR they have documentation from a medical provider that their symptoms are caused by a medical condition unrelated to COVID-19 (asthma, migraines, allergies, etc).

## **Health and Hygiene Protocols**

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

- In compliance with Butte County Department of Public Health guidelines and the guidelines of the State of California Department of Public Health, all staff members will complete training on the importance of hand washing, social distancing, and the use of masks/face coverings in indoor settings.
- Regularly scheduled hand sanitizing and hand washing will be taught, practiced and reinforced throughout the school day.
- Portable hand washing stations will be available for student use.
- Students and staff will use ethyl-based sanitizer when hand washing is not practicable.
- Students, especially younger children, will be taught to use a tissue when coughing or sneezing, the proper use of tissues to wipe their nose, and to cough/sneeze into a tissue or their elbow.
- Touchless hand sanitizer dispensers will be provided in all classrooms and common areas.
- Students and staff will be required to sanitize their hands upon entering the classroom and frequently throughout the day.
- All students will be encouraged to bring a refillable water bottle to school each day, as drinking fountains will not be used.

- Classroom doors and windows will remain open unless in extreme weather conditions.
- Signage will be posted throughout the school, reminding everyone of good hygiene practices. Examples include, masking, hand washing, covering coughs and sneezes, “stop the spread of germs”, and maintaining social distancing.
- Faculty and staff that will be handling or serving food will be required to use gloves and face coverings

## **Transportation**

PUESD realizes that transportation to and from school is an important service that we provide for our students.

- Masks/face coverings will be required for **All** students, unless there is a documented exemption, in TK through 8th grade.
- Students will be required to sanitize their hands before boarding the bus.
- Eating and drinking are prohibited at all times.
- Buses will be cleaned between routes and at the end of the day.
- Bus windows will be open unless prevented by weather conditions.

## **Cleaning and Disinfection**

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

- Classrooms, common areas and other work areas will be cleaned daily.
- Indoor and outdoor areas used for lunch periods will be cleaned between each lunch period.
- Classrooms and other work areas will be supplied with sanitizer and clean towels so that the area can be sanitized throughout the school

day. Used towels will be collected each night and replaced with clean towels.

- Restrooms will be cleaned daily and as needed throughout the day.
- Frequently touched surfaces, including outdoor play structures, will be cleaned daily and throughout the day as needed.
- Students will be issued individual supplies, whenever possible, in order to reduce the sharing of supplies.
- Drinking fountains will not be available for student use. Students are encouraged to bring their own refillable water bottle from home.
- HVAC systems will be set to provide the maximum amount of outdoor air and HVAC filters will be changed on a regular schedule.
- Classrooms and other indoor common areas are equipped with portable air filters/purifiers.
- Classrooms are equipped with touchless hand sanitizer dispensers and will be supplied with hand sanitizer for student and staff use.
- PPE is available at all sites for student and staff use.

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

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

- **Individuals with any COVID-19 symptoms**, regardless of vaccination status, will be excluded from school/work site, and not return until 10 days have passed from the onset of symptoms, symptoms have improved and they have been fever free for 24 hours without the use of fever reducing medications.
- **Individuals with COVID-19 symptoms**, regardless of vaccination status, who test negative for COVID-19 or provide documentation

from a healthcare provider that their symptoms are due to a non COVID-19 health condition may return to school/work site after they have been fever free 24 hours without the use of fever reducing medications and all other symptoms have improved.

- **Unvaccinated individuals who are a close contact of a confirmed positive COVID-19 case** will be excluded from school/work site for 10 days from their last exposure to the positive individual. A close contact is defined as within 0-6 feet of the positive individual for longer than 15 minutes. All close contact exposures will be reported to BCPH.
- **Asymptomatic vaccinated individuals who are a close contact of a confirmed positive case** will not be excluded from the school/work site.
- **Individuals who are positive for COVID-19**, regardless of vaccination status, will be excluded from school/work site for 10 days from the symptom onset date or if asymptomatic, for 10 days from the specimen collection date. All positive cases will be reported to BCPH.

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

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

### **COVID Screening Tests for Employees**

Per the August 11, 2021 State Health Order, all employees, substitutes and volunteers who are not fully vaccinated are required to participate in weekly screening tests for COVID-19.

- Weekly Saliva PCR testing will also be provided as the primary option for employees to meet the testing requirement.
- BinaxNow Rapid Antigen testing (nasal swab) will be provided on a limited basis to employees who are required to participate in weekly screening testing.



- Employees who are fully vaccinated may also participate in the screening testing, if they choose to do so.

### **Sports, Band and Extracurricular Activities**

The indoor masking requirement applies to all extracurricular activities that are operated or supervised by schools, and ALL activities that occur on a school site, whether or not they occur during school hours. Activities include, but are not limited to, sports, band, chorus, or clubs.

- Masks are required for all persons while playing all indoor sports, unless wearing a mask during play has been identified as a choking hazard by a well recognized health authority.
- For the playing of musical instruments that cannot be done with a face covering or when wearing a mask during playing of the instrument poses a choking hazard one of the following options is required: conduct these activities outdoors OR use modified face coverings and bell coverings when playing brass and wind instruments and maintain 6 feet of physical distancing OR undergo weekly screening testing of all individuals, including those who are fully vaccinated.

## **Appendix A: Daily Home Screening Checklist for Students**

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

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

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

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

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

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

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





# ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Palermo Union Elementary School District	Kathleen Andoe-Nolind Superintendent	kandoe@palermok8.org 530-533-4842

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students’ academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA’s Plan to support students.

For more information please see the Instructions.

## Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
2021 Local Control and Accountability Plan	Palermoschools.org
2021 Expanded Learning Opportunity Grant Plan	Palermoschools.org

## Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

### Total ESSER III funds received by the LEA

\$3,534,155

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	\$2,547,324
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$706,831
Use of Any Remaining Funds	\$280,000

#### **Total ESSER III funds included in this plan**

\$3,354,155

### **Community Engagement**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

The district places a high value on engagement of all stakeholders when developing plans at both the site and district-wide level. Student data, progress towards meeting goals and actions utilized by the district to improve student outcomes are shared and discussed throughout the school year with the following groups: School Site Councils, site English Language Advisory Committees, the District English Language Advisory Committee, bargaining units, administrators, the District Leadership Team and the Governing Board. In addition, the district also holds Stakeholder Parent Meetings and Stakeholder Employee Meetings to specifically collect input on the development of the district's plans.

In order to collect additional parent and staff input the district administered Stakeholder Surveys to assist the district in developing the plan and prioritize strategies for expanding learning opportunities for our students.

#### **School Site Council Meetings:**

Helen Wilcox School: August 27, 2020, September 24, 2020, October 22, 2020, January 20, 2021, March 11, 2021

Golden Hills School: September 14, 2020, October 14, 2020, April 21, 2021, May 20, 2021

Palermo School: August 31, 2020, November 12, 2020, February 8, 2021, May 17, 2021

March 9, 2021: LCAP Parent Stakeholder Meeting: Goals and Data Review

March 9 2021: LCAP Employee Stakeholder Meeting: Goals and Data Review

March 25, 2021: DELAC/ELOG/ESSER Meeting: LCAP Review and Feedback on Use of COVID related funding

March 31, 2021: LCAP/ELOG/ESSER Parent Stakeholder Meeting: Goals and Actions

March 31, 2021: LCAP/ELOG/ESSER Employee Group Meeting: Goals and Actions

March 31, 2021: Consultation with SELPA

April 2021:LCAP/ELOG/ESSER Parent and Staff Stakeholder Surveys Developed and Administered

May 12, 2021:LCAP/ELOG/ESSER Employee Group Meeting: Actions and Metrics

October 12, 2021: Indian Education Parent Meeting

October 13, 2021: Governing Board Meeting (public comment and discussion)

October 27, 2021: Governing Board Meeting (public comment and board approval)

A description of how the development of the plan was influenced by community input.

Activities and actions in our plan were directly influenced by community input in the following areas:

\*Prevention and mitigation strategies to continuously and safely operate schools for in-person learning: Stakeholders indicated that the lack of instructional space on our 3 main campuses impacted our ability to implement mitigation strategies in regards to reducing in-person class sizes to provide for social distancing.

\*Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs): Stakeholder feedback indicated that students would like the district to provide intervention opportunities within the school day and to also provide strategic, targeted tutoring and enrichment opportunities and counseling services outside the school day. They also identified that transportation was a barrier to their students ability to access the after school tutoring, enrichment opportunities and counseling services. In addition, lack of space on our school sites has been identified as a barrier to providing instructional support, targeted tutoring and enrichment activities.

\* Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act: Stakeholders feedback indicated that COVID-19 pandemic has increased the need for counseling, mental health services and assessment of students academic needs. Stakeholders also identified that lack of space on our campuses is a barrier to providing the needed support services.

## **Actions and Expenditures to Address Student Needs**

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

## **Strategies for Continuous and Safe In-Person Learning**

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

### **Total ESSER III funds being used to implement strategies for continuous and safe in-person learning**

\$2,547,324

<b>Plan Alignment (if applicable)</b>	<b>Action Title</b>	<b>Action Description</b>	<b>Planned ESSER III Funded Expenditures</b>
NA	Improvement and Expansion of Facilities	Expand campus facilities to provide space for intervention, targeted tutoring, counseling, mental health services and other services needed by students to mitigate the impact of COVID-19. This additional space will also be used to provide for increased social distancing throughout the instructional day, as needed.	\$2,547,324

## Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

### Total ESSER III funds being used to address the academic impact of lost instructional time

\$706,831

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELOG: Accelerating Progress	Summer Learning Opportunities	Extend the school year by providing summer learning opportunities in cooperation with BCOE's ASES program	\$30,000
ELOG: Accelerating Progress; LCAP Goal #1 Action 25	Targeted Tutoring	Provide after school targeted tutoring opportunities to accelerate learning and extend the school day.	\$100,000
ELOG: Accelerating Progress; LCAP Goal #1 Action 26	High Interest Clubs	Provide after school, academic based, high interest clubs to accelerate learning and extend the school day.	\$100,000
ELOG: Integrated Student Support; LCAP Goal #2 Action 3	Extended Counseling	Provide opportunities for students to participate in after school counseling session	\$40,000
LCAP Goal 1 Action 11, 28, 30	Intervention Teachers	Provide Reading/ELA and Math intervention teachers at all sites	\$416,831
LCAP Goal 1 Action 5, 9, 10, 18, 19,20	Materials and Supplies	Provide materials and supplies to implement evidence based strategies to address students academic needs	\$20,000

## Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

## Total ESSER III funds being used to implement additional actions

\$280,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELOG: Integrated Student Support	School Psychologist	Provide additional school psychologist services to assess, identify and address barriers to learning	\$250,000
ELOG: Integrated Student Support; LCAP Goal 1 Action 27	After School Transportation	Provide after school and summer transportation to increase student access to extended learning opportunities	\$30,000

## Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Summer Learning Opportunities Targeted Tutoring High Interest Clubs Intervention Teachers	Pre and post data will be collected in order to monitor progress as a result of the implemented interventions. The district will collect and monitor data in one or more of the following areas: attendance/chronic absenteeism, behavioral/disciplinary data, district benchmark assessments, report card data/course grades, CAASPP assessments, ELPAC assessments.	Data will be collected and monitored throughout each academic year: Attendance/Chronic Absenteeism: every 2 weeks Behavior/Discipline: once per trimester Benchmark Assessments: once per trimester Grades: once per trimester CAASPP: once per year ELPAC: Once per year
Extended Counseling Services	Pre and post data will be collected in order to monitor the effectiveness of counseling services. The district will collect and monitor data in one or more of the following areas: attendance/chronic absenteeism,	Data will be collected and monitored throughout each academic year: Attendance/Chronic Absenteeism: every 2 weeks Behavior/Discipline: once per trimester Report card data/course grades: once per trimester

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	behavior/disciplinary data, report card data/course grades.	
School Psychologist	The district will monitor and track SST meetings, assessment requests, behavior assessment request to ensure that back logs are eliminated and all timelines are met.	Once per trimester
After School Transportation	The district conduct parent surveys to ensure transportation needs are being met.	Annually
Improvement and Expansion of Facilities	The district will monitor by completing annual FIT inspections at all sites and also monitor that we have adequate space for social distancing	Annually

# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

*For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).*

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
  - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:



- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
- **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
- **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
  - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
  - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
  - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
    - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
    - Implementing evidence-based activities to meet the comprehensive needs of students,
    - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
    - Tracking student attendance and improving student engagement in distance education;
- Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
  - Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
  - Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
  - Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

### Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

### Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

## **Community Engagement**

### **Purpose and Requirements**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement "underserved students" include:
    - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc>.

## Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

### **A description of the how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- o Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- o Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- o Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

## **Planned Actions and Expenditures**

### **Purpose and Requirements**

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

### **Instructions**

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be succinct to promote a broad understanding among the LEA's local community.

### **Strategies for Continuous and Safe In-Person Learning**

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Addressing the Impact of Lost Instructional Time**

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education  
June 2021





## **Agreement for COVID-19 Vaccination and Testing Verification**

This Agreement for COVID-19 Vaccination and Testing Verification ("Agreement), is made effective as of October 19, 2021 ("**Effective Date**") by and between BUTTE COUNTY OFFICE OF EDUCATION ("**BCOE**") AND PALERMO UNION SCHOOL DISTRICT (the "**District**," and collectively with the BCOE, the "**Parties**").

### **RECITALS**

**Whereas**, on August 11, 2021, the California State Public Health Officer issued an order ("Order") directing local education agencies, including BCOE and District, to verify the vaccine status of all workers who serve students in public or private TK-12 settings, and, for those employees remaining unvaccinated or only partially vaccinated on and after October 15, 2021, to require weekly diagnostic screening COVID-19 testing; and

**Whereas**, certain BCOE employees ("BCOE Employees") are assigned or under contract with District, to provide services to District or District students on District property outside of Butte County, and for reasons including efficiency of administration and physical location of the BCOE employees, the District has agreed to provide and monitor the weekly diagnostic testing of those BCOE employees who remain unvaccinated or only partially vaccinated and to share testing data for such employees with BCOE for compliance purposes.


**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. BCOE will verify the vaccination status of all existing and future new BCOE employees assigned to work within the District in accordance with the criteria provided in the Order and will provide confirmation to the District of vaccination certification of such employees working at District. BCOE will work cooperatively with District to provide information District requires to meet its compliance responsibilities under the Order.
2. BCOE will identify for District any BCOE employee who is not fully vaccinated and who will require weekly diagnostic screening testing ("BCOE Unvaccinated Employee") under the Order. BCOE shall provide a list of such individuals upon commencement of this Agreement and each time a new BCOE Unvaccinated Employee is assigned to work at District. If either Party becomes aware that a BCOE Unvaccinated Employee has become fully vaccinated, that information shall be provided to BCOE for vaccination verification and removal of such individual from weekly testing.
3. District agrees to provide weekly diagnostic screening testing for all BCOE Unvaccinated Employees providing services to District. District shall conduct weekly testing of such persons in accordance with the Order, using either antigen or PCR tests to satisfy the testing requirement. Any PCR or antigen test used must either have Emergency Use Authorization by the US Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the US Centers for Medicare and Medicaid Services.

4. District agrees to provide weekly testing results to BCOE for all BCOE Unvaccinated Employees providing services to the District within twenty-four (24) hours of District's receipt of the result for (a) any positive test; and (b) any missed test by a BCOE Unvaccinated Employee or a refusal of such employee to submit to testing. District shall provide confirmation to BCOE of negative test results for any BCOE Unvaccinated Employee each week.
5. BCOE and District agree that any BCOE Unvaccinated Employee who misses or fails to submit to a required weekly test shall be denied access to the workplace or presence on a District school site or property, and such denial shall begin by no later than twenty-four (24) hours after a missed or refused weekly appointment and shall continue until such person has tested negative for COVID-19. District shall have no responsibility for handling any employment-related discipline associated with such conduct on the part of a BCOE employee.
6. The Parties agree that any BCOE Unvaccinated Employee who tests positive for COVID-19 shall be subject to exclusion from the worksite following the guidelines found in the CalOSHA Emergency Temporary Standards or the District's policies if more restrictive.
7. For purposes of the sharing of and receiving BCOE employee information under this Agreement, Desi Davis, ddavis@bcoe.org shall be the designated official of BCOE and Kathleen Andoe-Nolind shall be the designated official of District. COVID-19 vaccine status and testing information shall remain confidential. Other than sharing information with the affected employee and between the Parties hereto and with any local health authority or as required by law, such information shall not be shared or disclosed to any third party. The requirement to maintain the confidentiality shall extend beyond the termination or expiration of this Agreement.
8. Either party may terminate this Agreement on thirty days' notice to the other Party. This Agreement shall continue until such time as the Order is rescinded or amended such that vaccination and testing requirements are no longer required. This Agreement may be further amended upon agreement of the Parties.
9. BCOE and District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other Party, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees arising out of this Agreement; provided, however that neither Party shall have any obligation to indemnify, hold harmless, or defend the other Party against and from any and all claims resulting from or arising out of the willful negligence or intentional acts, errors, or omissions of the other Party.

IN WITNESS WHEREOF, BCOE and the District have caused this Agreement to be executed in their respective names by their duly authorized officers on the dates identified below.

**BUTTE COUNTY OFFICE OF EDUCATION**

By: Karen Finley   
Executive Director - Human Resources

Date Signed: 10/19/2021

Palermo Union **SCHOOL DISTRICT**

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

This information is provided free of charge by the Department of Industrial Relations from its web site at [www.dir.ca.gov](http://www.dir.ca.gov). These regulations are for the convenience of the user and no representation or warranty is made that the information is current or accurate. See full disclaimer at [https://www.dir.ca.gov/od\\_pub/disclaimer.html](https://www.dir.ca.gov/od_pub/disclaimer.html).

## Subchapter 7. General Industry Safety Orders

### Introduction

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## §3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

### (a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

### (b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) "Close contact" means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" defined by this section. This definition applies regardless of the use of face coverings.

EXCEPTION: Employees have not had a close contact if they wore a respirator required by the employer and used in compliance with section 5144, whenever they were within six feet of the COVID-19 case during the high-risk exposure period.

(2) "COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

(3) "COVID-19 case" means a person who:

(A) Has a positive "COVID-19 test" as defined in this section; or

- (B) Has a positive COVID-19 diagnosis from a licensed health care provider; or
  - (C) Is subject to a COVID-19-related order to isolate issued by a local or state health official; or
  - (D) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.
- (4) "COVID-19 hazard" means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.
- (5) "COVID-19 symptoms" means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.
- (6) "COVID-19 test" means a viral test for SARS-CoV-2 that is:

(A) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and

(B) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

(7) "Exposed group" means all employees at a work location, working area, or a common area at work, where an employee COVID-19 case was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply:

(A) For the purpose of determining the exposed group, a place where persons momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.

(B) If the COVID-19 case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the exposed group.

(C) If the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and the COVID-19 case was wearing a face covering during the entire visit, other people at the work location, working area, or common area are not part of the exposed group.

NOTE: An exposed group may include the employees of more than one employer. See Labor Code sections 6303 and 6304.1.

(8) "Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

(9) "Fully vaccinated" means the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine.

Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

(10) "High-risk exposure period" means the following time period:

(A) For COVID-19 cases who develop COVID-19 symptoms, from two days before they first develop symptoms until all of the following are true: it has been 10 days since symptoms first appeared; 24 hours have passed with no fever, without the use of fever-reducing medications; and symptoms have improved.

(B) For COVID-19 cases who never develop COVID-19 symptoms, from two days before until 10 days after the specimen for their first positive test for COVID-19 was collected.

(11) "Respirator" means a respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matter, such as an N95 filtering facepiece respirator.

(12) "Worksite," for the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter.

NOTE: The term worksite is used for the purpose of notice requirements in subsections (c)(3)(B)3. and 4. only.

(c) Written COVID-19 Prevention Program. Employers shall establish, implement, and maintain an effective, written COVID-19 Prevention Program, which may be integrated into the employer's Injury and Illness Prevention Program required by section 3203, or be maintained in a separate document. The written elements of a COVID-19 Prevention Program shall include:

(1) System for communicating. The employer shall do all of the following in a form readily understandable by employees:

(A) Ask employees to report to the employer, without fear of reprisal, COVID-19 symptoms, possible close contacts, and possible COVID-19 hazards at the workplace.

(B) Describe how employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations.

(C) Provide information about access to COVID-19 testing as described in subsection (c)(5)(I) when testing is required under this section, section 3205.1, or section 3205.2.

(D) In accordance with subsection (c)(3)(B), communicate information about COVID-19 hazards and the employer's COVID-19 policies and procedures to employees and to other employers, persons, and entities within or in contact with the employer's workplace.

NOTE: See subsection (c)(3)(C) for confidentiality requirements for COVID-19 cases.

(2) Identification and evaluation of COVID-19 hazards.

(A) The employer shall allow for employee and authorized employee representative participation in the identification and evaluation of COVID-19 hazards.

(B) The employer shall develop and implement a process for screening employees for and responding to employees with COVID-19 symptoms. The employer may ask employees to evaluate their own symptoms before reporting to work. If the employer conducts screening indoors at the workplace, the employer shall

ensure that face coverings are used during screening by both screeners and employees who are not fully vaccinated and, if temperatures are measured, that non-contact thermometers are used.

(C) The employer shall develop COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission of COVID-19 in the workplace.

(D) The employer shall conduct a workplace-specific identification of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards. Employers shall treat all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

1. This shall include identification of places and times when people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, for instance during meetings or trainings and including in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

2. This shall include an evaluation of employees' potential workplace exposure to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. Employers shall consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work.

(E) For indoor locations, the employer shall evaluate how to maximize ventilation with outdoor air; the highest level of filtration efficiency compatible with the existing ventilation system; and whether the use of portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission.

(F) The employer shall review applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention. These orders and guidance are both information of general application, including Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments by the California Department of Public Health (CDPH), and information specific to the employer's industry, location, and operations.

(G) The employer shall evaluate existing COVID-19 prevention controls at the workplace and the need for different or additional controls. This includes evaluation of controls in subsections (c)(4), (c)(6), and (c)(7).

(H) The employer shall conduct periodic inspections as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with employers' COVID-19 policies and procedures.

(3) Investigating and responding to COVID-19 cases in the workplace.

(A) Employers shall have an effective procedure to investigate COVID-19 cases in the workplace. This includes procedures for seeking information from employees regarding COVID-19 cases and close contacts, COVID-19 test results, and onset of COVID-19 symptoms, and identifying and recording COVID-19 cases.

(B) The employer shall take the following actions when there has been a COVID-19 case at the place of employment:

1. Determine the day and time the COVID-19 case was last present and, to the extent possible, the date of the positive COVID-19 test(s) and/or diagnosis, and the date the COVID-19 case first



had one or more COVID-19 symptoms, if any were experienced.

2. Determine who may have had a close contact. This requires an evaluation of the activities of the COVID-19 case and all locations at the workplace which may have been visited by the COVID-19 case during the high-risk exposure period.

NOTE: See subsection (c)(9) for exclusion requirements for employees after a close contact.

3. Within one business day of the time the employer knew or should have known of a COVID-19 case, the employer shall give written notice, in a form readily understandable by employees, that people at the worksite may have been exposed to COVID-19. The notice shall be written in a way that does not reveal any personal identifying information of the COVID-19 case. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending. The notice shall include the disinfection plan required by Labor Code section 6409.6(a)(4). The notice must be sent to the following:

- a. All employees at the worksite during the high-risk exposure period. If the employer should reasonably know that an employee has not received the notice, or has limited literacy in the language used in the notice, the employer shall provide verbal notice, as soon as practicable, in a language understandable by the employee.
- b. Independent contractors and other employers at the worksite during the high-risk exposure period.

4. Within one business day of the time the employer knew or should have known of the COVID-19 case, the employer shall provide the notice required by Labor Code section 6409.6(a)(2) and (c) to the authorized representative of any employee at the worksite during the high-risk exposure period.

5. Make COVID-19 testing available at no cost, during paid time, to all employees of the employer who had a close contact in the workplace and provide them with the information on benefits described in subsections (c)(5)(B) and (c)(9)(C), with the following exceptions:

- a. Employees who were fully vaccinated before the close contact and do not have COVID-19 symptoms.
- b. COVID-19 cases who returned to work pursuant to subsection 3205(c)(10)(A) or (B) and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for 90 days after the first positive test.

6. Investigate whether workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

(C) Personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee medical records required by this section or by sections 3205.1 through 3205.4, shall be kept confidential unless disclosure is required or permitted by law. Unredacted information on COVID-19 cases shall be provided to the local health department, CDPH, the Division, and NIOSH immediately upon request, and when required by law.

(4) Correction of COVID-19 hazards. Employers shall implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard. This includes, but is not limited to, implementing controls and/or policies and



procedures in response to the evaluations conducted under subsections (c)(2) and (c)(3) and implementing the controls required by subsections (c)(6) and (c)(7).

(5) Training and instruction. The employer shall provide effective training and instruction to employees that includes the following:

(A) The employer's COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards under subsection (c)(2)(A).

(B) Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick and vaccination leave, if applicable, workers' compensation law, local governmental requirements, the employer's own leave policies, leave guaranteed by contract, and this section.

(C) The fact that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

(D) The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19, but are most effective when used in combination.

(E) The employer's policies for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use as stated in this section, without fear of retaliation and at no cost to employees. Whenever respirators are provided for voluntary use under this section or sections 3205.1 through 3205.4:

1. How to properly wear the respirator provided;

2. How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with a seal.

(F) The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

(G) Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. COVID-19 is an airborne disease. N95s and more protective respirators protect the users from airborne disease while face coverings primarily protect people around the user.

(H) COVID-19 symptoms, and the importance of not coming to work and obtaining a COVID-19 test if the employee has COVID-19 symptoms.

(I) Information on the employer's COVID-19 policies; how to access COVID-19 testing and vaccination; and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

(J) The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance between people cannot be maintained. Employees can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

(6) Face coverings.

(A) For all employees who are not fully vaccinated, employers shall provide face coverings and ensure they are worn when indoors or in vehicles.

(B) Employers shall provide face coverings and ensure they are worn by employees when required by orders from the CDPH.

(C) Employers shall ensure that required face coverings are clean and undamaged, and that they are worn over the nose and mouth. Face shields are not a replacement for face coverings, although they may be worn together for additional protection.

(D) When employees are required to wear face coverings under this section or sections 3205.1 through 3205.4, the following exceptions apply:

1. When an employee is alone in a room or vehicle.
2. While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
3. Employees wearing respirators required by the employer and used in compliance with section 5144.
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

(E) Employees exempted from wearing face coverings due to a medical condition, mental health condition, or disability shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

(F) Any employee not wearing a face covering, pursuant to the exceptions in subsections (c)(6)(D)4. or 5., and not wearing a non-restrictive alternative when allowed by subsection (c)(6)(E), shall be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19 during paid time and at no cost to the employee. Employers may not use the provisions of subsection (c)(6)(F) as an alternative to face coverings when face coverings are otherwise required by this section.

(G) No employer shall prevent any employee from wearing a face covering when not required by this section, unless it would create a safety hazard, such as interfering with the safe operation of equipment.

(H) When face coverings are not required by this section or by sections 3205.1 through 3205.4, employers shall provide face coverings to employees upon request, regardless of vaccination status.

(I) Employers shall implement measures to communicate to non-employees the face coverings requirements on their premises.

(7) Other engineering controls, administrative controls, and personal protective equipment.

(A) For buildings with mechanical or natural ventilation, or both, employers shall maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

(B) Employers shall implement cleaning and disinfecting procedures, which require:

1. Identifying and regularly cleaning frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phones, headsets, bathroom surfaces, and steering wheels. The employer shall inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of cleaning and disinfection.
2. Cleaning of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period, and disinfection if the area, material, or equipment is indoors and will be used by another employee within 24 hours of the COVID-19 case.

NOTE: Cleaning and disinfecting must be done in a manner that does not create a hazard to employees. See Group 2 and Group 16 of the General Industry Safety Orders for further information.

(C) To protect employees from COVID-19 hazards, the employer shall evaluate its handwashing facilities, determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer. Employers shall encourage employees to wash their hands for at least 20 seconds each time. Provision or use of hand sanitizers with methyl alcohol is prohibited.

(D) Personal protective equipment.

1. Employers shall evaluate the need for personal protective equipment to prevent exposure to COVID-19 hazards, such as gloves, goggles, and face shields, and provide such personal protective equipment as needed.
2. Upon request, employers shall provide respirators for voluntary use in compliance with subsection 5144(c)(2) to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person. Whenever an employer makes respirators for voluntary use available, under this section or sections 3205.1 through 3205.4, the employer shall encourage their use and shall ensure that employees are provided with a respirator of the correct size.
3. Employers shall provide and ensure use of respirators in compliance with section 5144 when deemed necessary by the Division through the Issuance of Order to Take Special Action, in accordance with title 8, section 332.3.
4. Employers shall provide and ensure use of eye protection and respiratory protection in compliance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

NOTE: Examples of work covered by subsection (c)(7)(D)4. include, but are not limited to, certain dental procedures and outpatient medical specialties not covered by section 5199.

(E) Testing of symptomatic employees. Employers shall make COVID-19 testing available at no cost to employees with COVID-19 symptoms who are not fully vaccinated, during employees' paid time.

(8) Reporting, recordkeeping, and access.

(A) The employer shall report information about COVID-19 cases and outbreaks at the workplace to the local health department whenever required by law, and shall provide any related information requested by the local health department. The employer shall report all information to the local health department as required by Labor Code section 6409.6.

(B) The employer shall maintain records of the steps taken to implement the written COVID-19 Prevention Program in accordance with section 3203(b).

(C) The written COVID-19 Prevention Program shall be made available at the workplace to employees, authorized employee representatives, and to representatives of the Division immediately upon request.

(D) The employer shall keep a record of and track all COVID-19 cases with the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test.

(9) Exclusion of COVID-19 cases and employees who had a close contact. The purpose of this subsection is to limit transmission of COVID-19 in the workplace.

(A) Employers shall ensure that COVID-19 cases are excluded from the workplace until the return to work requirements of subsection (c)(10) are met.

(B) Employers shall exclude from the workplace employees who had a close contact until the return to work requirements of subsection (c)(10) are met, with the following exceptions:

1. Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms; and

2. COVID-19 cases who returned to work pursuant to subsection (c)(10)(A) or (B) and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed COVID-19 symptoms, for 90 days after the first positive test.

(C) For employees excluded from work under subsection (c)(9), employers shall continue and maintain an employee's earnings, wages, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if the employee had not been removed from their job. Employers may use employer-provided employee sick leave for this purpose to the extent permitted by law. Wages due under this subsection are subject to existing wage payment obligations and must be paid at the employee's regular rate of pay no later than the regular pay day for the pay period(s) in which the employee is excluded. Unpaid wages owed under this subsection are subject to enforcement through procedures available in existing law. If an employer determines that one of the exceptions below applies, it shall inform the employee of the denial and the applicable exception.

EXCEPTION 1: Subsection (c)(9)(C) does not apply where the employee received disability payments or was covered by workers' compensation and received temporary disability.

EXCEPTION 2: Subsection (c)(9)(C) does not apply where the employer demonstrates that the close contact is not work related.

(D) Subsection (c)(9) does not limit any other applicable law, employer policy, or collective bargaining agreement that provides for greater protections.

(E) At the time of exclusion, the employer shall provide the employee the information on benefits described in subsections (c)(5)(B) and (c)(9)(C).

(10) Return to work criteria.

(A) COVID-19 cases with COVID-19 symptoms shall not return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; and

2. COVID-19 symptoms have improved; and

3. At least 10 days have passed since COVID-19 symptoms first appeared.

(B) COVID-19 cases who tested positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

(C) Once a COVID-19 case has met the requirements of subsection (c)(10)(A) or (B), as applicable, a negative COVID-19 test shall not be required for an employee to return to work.

(D) Persons who had a close contact may return to work as follows:

1. Persons who had a close contact but never developed any COVID-19 symptoms may return to work when 10 days have passed since the last known close contact.

2. Persons who had a close contact and developed any COVID-19 symptom cannot return to work until the requirements of subsection (c)(10)(A) have been met, unless all of the following are true:

a. The person tested negative for COVID-19 using a polymerase chain reaction (PCR) COVID-19 test with specimen taken after the onset of symptoms; and

b. At least 10 days have passed since the last known close contact; and

c. The person has been symptom-free for at least 24 hours, without using fever-reducing medications.

3. During critical staffing shortages, when there are not enough staff to provide safe patient care, essential critical infrastructure workers in the following categories may return after Day 7 from the date of last exposure if they have received a negative PCR COVID-19 test result from a specimen collected after Day 5:

a. Health care workers who did not develop COVID-19 symptoms;

b. Emergency response workers who did not develop COVID-19 symptoms; and

c. Social service workers who did not develop COVID-19 symptoms and who work face to face with clients in child welfare or assisted living.

(E) If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be in accordance with the return to work periods in subsection (c)(10)(A), (c)(10)(B), or (c)(10)(D), as applicable.

(F) If no violations of local or state health officer orders for isolation, quarantine, or exclusion would result, the Division may, upon request, allow employees to return to work on the basis that the removal of an employee would create undue risk to a community's health and safety. In such cases, the employer shall develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employee at the workplace and, if isolation is not feasible, the use of respirators in the workplace.

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3, 144.6 and 6409.6, Labor Code.

## HISTORY

1. New section filed 11-30-2020 as an emergency; operative 11-30-2020. Emergency expiration extended 60 days (Executive Order N-40-20) plus an additional 60 days (Executive Order N-71-20) (Register 2020, No. 49). A Certificate of Compliance must be transmitted to OAL by 10-1-2021 or emergency language will be repealed by operation of law on the following day. For prior history, see Register 74, No. 43.
2. Governor Newsom issued Executive Order N-84-20 (2019 CA EO 84-20), dated December 14, 2020, which suspended certain provisions relating to the exclusion of COVID-19 cases from the workplace.
3. Editorial correction of punctuation errors in subsections (b)(1), (c)(3)(D), (c)(10)(C) and (c)(10)(E) (Register 2021, No. 24).
4. New section refiled with amendments 6-17-2021 as an emergency; operative 6-17-2021 pursuant to Executive Order N-09-21 (Register 2021, No. 25). Exempt from the APA pursuant to Government Code sections 8567, 8571 and 8627 (Executive Order N-09-21). Emergency expiration extended 60 days (Executive Order N-40-20) plus an additional 60 days (Executive Order N-71-20). A Certificate of Compliance must be transmitted to OAL by 1-13-2022 or emergency language will be repealed by operation of law on the following day.

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# FACE COVERINGS, MASKS & RESPIRATORS



## When to Use Them to Prevent the Spread of COVID-19

California and the Centers for Disease Control and Prevention (CDC) are encouraging everyone to use cloth face coverings when around coworkers or in public to prevent the spread of COVID-19. Employers must provide face coverings for workers or reimburse them for the reasonable costs of obtaining them.



Graphic: CDC



Graphic: CDC



	Reusable Cloth Face Covering	Disposable Surgical Mask or Procedure Mask	Disposable N95 Respirator, PAPR, Elastomeric Respirator
<b>Respiratory protection for the wearer</b>	✗	✗	✓
<b>Protects people near the wearer (Use with physical/social distancing)</b>	✓	✓	✓
<b>Who should use it?</b>	General public, most workers	Surgical masks are currently prioritized for source control and other specified uses in health care facilities and other workplaces.	Health care workers, first responders, others at highest risk of exposure to COVID-19

- All face coverings, surgical masks, and respirators must cover the nose and mouth.
- Wash or sanitize hands before and after using or adjusting face coverings, surgical masks, and respirators.
- Wash face coverings after each shift and discard if they no longer cover the nose and mouth, have stretched-out or damaged ties or straps, cannot properly stay on the face, or have holes or tears.
- When removing any face covering, surgical mask, or respirator, do not touch the outside.
- N95 and other tight-fitting respirators must be fit tested to select a model and size that fits the individual and provides a reliable level of protection. At this time, they are reserved primarily for health care workers, first responders, and those exposed to other hazardous particles.





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Subchapter 7. General Industry Safety Orders  
Group 16. Control of Hazardous Substances  
Article 107. Dusts, Fumes, Mists, Vapors and Gases

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## §5144. Respiratory Protection.

### [Guide to Respiratory Protection at Work](#)

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#### (a) Permissible practice.

(1) In the control of those occupational diseases caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors, the primary objective shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general and local ventilation, and substitution of less toxic materials). When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used pursuant to this section.

(2) Respirators shall be provided by the employer when such equipment is necessary to protect the health of the employee. The employer shall provide the respirators which are applicable and suitable for the purpose intended. The employer shall be responsible for the establishment and maintenance of a respiratory protection program which shall include the requirements outlined in subsection (c).

(b) Definitions. The following definitions are important terms used in the respiratory protection standard in this section.

Air-purifying respirator means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.

Assigned protection factor (APF) means the workplace level of respiratory protection that a respirator or class of respirators is expected to provide to employees when the employer implements a continuing, effective respiratory protection program as specified by this section.

Atmosphere-supplying respirator means a respirator that supplies the respirator user with breathing air from a source independent of the ambient atmosphere, and includes supplied-air respirators (SARs) and self-contained breathing apparatus (SCBA) units.

Canister or cartridge means a container with a filter, sorbent, or catalyst, or combination of these items, which removes specific contaminants from the air passed through the container.

**Demand respirator** means an atmosphere-supplying respirator that admits breathing air to the facepiece only when a negative pressure is created inside the facepiece by inhalation.

**Emergency situation** means any occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment that may or does result in an uncontrolled significant release of an airborne contaminant.

**Employee exposure** means exposure to a concentration of an airborne contaminant that would occur if the employee were not using respiratory protection.

**End-of-service-life indicator (ESLI)** means a system that warns the respirator user of the approach of the end of adequate respiratory protection, for example, that the sorbent is approaching saturation or is no longer effective.

**Escape-only respirator** means a respirator intended to be used only for emergency exit.

**Filter or air purifying element** means a component used in respirators to remove solid or liquid aerosols from the inspired air.

**Filtering facepiece (dust mask)** means a negative pressure particulate respirator with a filter as an integral part of the facepiece or with the entire facepiece composed of the filtering medium.

**Fit factor** means a quantitative estimate of the fit of a particular respirator to a specific individual, and typically estimates the ratio of the concentration of a substance in ambient air to its concentration inside the respirator when worn.

**Fit test** means the use of a protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual. (See also Qualitative fit test QLFT and Quantitative fit test QNFT.)

**Helmet** means a rigid respiratory inlet covering that also provides head protection against impact and penetration.

**High efficiency particulate air (HEPA) filter** means a filter that is at least 99.97% efficient in removing monodisperse particles of 0.3 micrometers in diameter. The equivalent NIOSH 42 CFR 84 particulate filters are the N100, R100, and P100 filters.

**Hood** means a respiratory inlet covering that completely covers the head and neck and may also cover portions of the shoulders and torso.

**Immediately dangerous to life or health (IDLH)** means an atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.

**Interior structural firefighting** means the physical activity of fire suppression, rescue or both, inside of buildings or enclosed structures which are involved in a fire situation beyond the incipient stage. (See Article 10.1)

**Loose-fitting facepiece** means a respiratory inlet covering that is designed to form a partial seal with the face.

**Maximum use concentration (MUC)** means the maximum atmospheric concentration of a hazardous substance from which an employee can be expected to be protected when wearing a respirator, and is determined by the assigned protection factor of the respirator or class of respirators and the exposure limit of the hazardous substance. The MUC can be determined mathematically by multiplying the assigned protection factor specified for a respirator by the required OSHA permissible exposure limit, short-term exposure limit, or ceiling limit. When no OSHA exposure limit is available for a hazardous substance, an employer must determine an MUC on the basis of relevant available information and informed professional judgment.

Negative pressure respirator (tight fitting) means a respirator in which the air pressure inside the facepiece is negative during inhalation with respect to the ambient air pressure outside the respirator.

Oxygen deficient atmosphere means an atmosphere with an oxygen content below 19.5% by volume.

Physician or other licensed health care professional (PLHCP) means an individual whose legally permitted scope or practice (i.e., license, registration, or certification) allows him or her to independently provide, or be delegated the responsibility to provide, some or all of the health care services required by subsection (e).

Positive pressure respirator means a respirator in which the pressure inside the respiratory inlet covering exceeds the ambient air pressure outside the respirator.

Powered air-purifying respirator (PAPR) means an air-purifying respirator that uses a blower to force the ambient air through air-purifying elements to the inlet covering.

Pressure demand respirator means a positive pressure atmosphere-supplying respirator that admits breathing air to the facepiece when the positive pressure is reduced inside the facepiece by inhalation.

Qualitative fit test (QLFT) means a pass/fail fit test to assess the adequacy of respirator fit that relies on the individual's response to the test agent.

Quantitative fit test (QNFT) means an assessment of the adequacy of respirator fit by numerically measuring the amount of leakage into the respirator.

Respiratory inlet covering means that portion of a respirator that forms the protective barrier between the user's respiratory tract and an air-purifying device or breathing air source, or both. It may be a facepiece, helmet, hood, suit, or a mouthpiece respirator with nose clamp.

Self-contained breathing apparatus (SCBA) means an atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.

Service life means the period of time that a respirator, filter or sorbent, or other respiratory equipment provides adequate protection to the wearer.

Supplied-air respirator (SAR) or airline respirator means an atmosphere-supplying respirator for which the source of breathing air is not designed to be carried by the user.

Tight-fitting facepiece means a respiratory inlet covering that forms a complete seal with the face.

User seal check means an action conducted by the respirator user to determine if the respirator is properly seated to the face.

(c) Respiratory protection program. This subsection requires the employer to develop and implement a written respiratory protection program with required worksite-specific procedures and elements for required respirator use. The program must be administered by a suitably trained program administrator. In addition, certain program elements may be required for voluntary use to prevent potential hazards associated with the use of the respirator. The Small Entity Compliance Guide contains criteria for the selection of a program administrator and a sample program that meets the requirements of this subsection. Copies of the Small Entity Compliance Guide will be available from the Occupational Safety and Health Administration's Office of Publications, Room N 3101, 200 Constitution Avenue, NW, Washington, DC, 20210 (202-219-4667).

(1) In any workplace where respirators are necessary to protect the health of the employee or whenever respirators are required by the employer, the employer shall establish and implement a written respiratory protection program with worksite-specific procedures. The program shall be updated as necessary to reflect those changes in workplace conditions that affect respirator use. The employer shall include in the program the following provisions, as applicable:

- (A) Procedures for selecting respirators for use in the workplace;
- (B) Medical evaluations of employees required to use respirators;
- (C) Fit testing procedures for tight-fitting respirators;
- (D) Procedures for proper use of respirators in routine and reasonably foreseeable emergency situations;
- (E) Procedures and schedules for cleaning, disinfecting, storing, inspecting, repairing, discarding, and otherwise maintaining respirators;
- (F) Procedures to ensure adequate air quality, quantity, and flow of breathing air for atmosphere-supplying respirators;
- (G) Training of employees in the respiratory hazards to which they are potentially exposed during routine and emergency situations;
- (H) Training of employees in the proper use of respirators, including putting on and removing them, any limitations on their use, and their maintenance; and
- (I) Procedures for regularly evaluating the effectiveness of the program.

(2) Where respirator use is not required:

(A) An employer may provide respirators at the request of employees or permit employees to use their own respirators, if the employer determines that such respirator use will not in itself create a hazard. If the employer determines that any voluntary respirator use is permissible, the employer shall provide the respirator users with the information contained in Appendix D to this section ("Information for Employees Using Respirators When Not Required Under the Standard"); and

(B) In addition, the employer must establish and implement those elements of a written respiratory protection program necessary to ensure that any employee using a respirator voluntarily is medically able to use that respirator, and that the respirator is cleaned, stored, and maintained so that its use does not present a health hazard to the user. Exception: Employers are not required to include in a written respiratory protection program those employees whose only use of respirators involves the voluntary use of filtering facepieces (dust masks).

(3) The employer shall designate a program administrator who is qualified by appropriate training or experience that is commensurate with the complexity of the program to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.

(4) The employer shall provide respirators, training, and medical evaluations at no cost to the employee.

(d) Selection of respirators. This subsection requires the employer to evaluate respiratory hazard(s) in the workplace, identify relevant workplace and user factors, and base respirator selection on these factors. The subsection also specifies appropriately protective respirators for use in IDLH atmospheres, and limits the selection and use of air-purifying respirators.

(1) General requirements.

(A) The employer shall select and provide an appropriate respirator based on the respiratory hazard(s) to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.

(B) The employer shall select a NIOSH-certified respirator. The respirator shall be used in compliance with the conditions of its certification.

(C) The employer shall identify and evaluate the respiratory hazard(s) in the workplace; this evaluation shall include a reasonable estimate of employee exposures to respiratory hazard(s) and an identification of the contaminant's chemical state and physical form. Where the employer cannot identify or reasonably estimate the employee exposure, the employer shall consider the atmosphere to be IDLH.

(D) The employer shall select respirators from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.

(2) Respirators for IDLH atmospheres.

(A) The employer shall provide the following respirators for employee use in IDLH atmospheres:

1. A full facepiece pressure demand SCBA certified by NIOSH for a minimum service life of thirty minutes, or
2. A combination full facepiece pressure demand supplied-air respirator (SAR) with auxiliary self-contained air supply.

(B) Respirators provided only for escape from IDLH atmospheres shall be NIOSH-certified for escape from the atmosphere in which they will be used.

(C) All oxygen-deficient atmospheres shall be considered IDLH.

Exception: If the employer demonstrates that, under all foreseeable conditions, the oxygen concentration can be maintained within the ranges specified in Table II (i.e., for the altitudes set out in the table), then any atmosphere-supplying respirator may be used.

(3) Respirators for atmospheres that are not IDLH.

(A) The employer shall provide a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations.

1. Assigned Protection Factors (APFs) Employers must use the assigned protection factors listed in Table 1 to select a respirator that meets or exceeds the required level of employee protection. When using a combination respirator (e.g., airline respirators with an air-purifying filter), employers must ensure that the assigned protection factor is appropriate to the mode of operation in which the respirator is being used.

Table 1. - Assigned Protection Factors<sup>5</sup>

					<i>Loose-</i>
	<i>Quarter</i>		<i>Full</i>		<i>fitting</i>
<i>Type of respirator</i> <sup>1,2</sup>	<i>mask</i>	<i>Half mask</i>	<i>facepiece</i>	<i>Helmet/hood</i>	<i>facepiece</i>
1. Air-Purifying Respirator	5	<sup>3</sup> 10	50	.....	.....
2. Powered Air-Purifying Respirator (PAPR)		50	1,000	<sup>4</sup> 25/1,000	25
3. Supplied-Air Respirator (SAR) or					

Airline					
Respirator					
Demand mode	.....	10	50	.....	.....
Continuous flow mode	.....	50	1,000	<sup>4</sup> 25/1,000	25
Pressure-demand or other positive-pressure	.....	50	1000	.....	.....
mode					
4. Self-Contained Breathing Apparatus (SCBA)					
Demand mode	.....	10	50	50	.....
Pressure-demand or other positive-pressure	.....		10,000	10,000	.....
mode (e.g., open/closed circuit).					
Notes:					
1. Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.					
2. The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section, including training, fit testing, maintenance, and use requirements.					
3. This APF category includes filtering facepieces, and half masks with elastomeric facepieces.					
4. The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a Workplace Protection Factor (WPF) or simulated WPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting					

facepiece respirators, and receive an APF of 25.					
5. These APFs do not apply to respirators used solely for escape. For escape respirators used in association with substances covered by substance-specific standards in Title 8, Division 1, Chapter 4, Subchapters 4, 7, and 18, employers must refer to the appropriate substance-specific standards. Escape respirators for other IDLH atmospheres are specified by subsection (d)(2)(B).					

## 2. Maximum Use Concentration (MUC)

- a. The employer must select a respirator for employee use that maintains the employee's exposure to the hazardous substance, when measured outside the respirator, at or below the MUC.
- b. Employers must not apply MUCs to conditions that are immediately dangerous to life or health (IDLH); instead, they must use respirators listed for IDLH conditions in subsection (d)(2) of this section.
- c. When the calculated MUC exceeds the IDLH level for a hazardous substance, or the performance limits of the cartridge or canister, then employers must set the maximum MUC at that lower limit.

(B) The respirator selected shall be appropriate for the chemical state and physical form of the contaminant.

(C) For protection against gases and vapors, the employer shall provide:

1. An atmosphere-supplying respirator, or
2. An air-purifying respirator, provided that:
  - a. The respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or
  - b. If there is no ESLI appropriate for conditions in the employer's workplace, the employer implements a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life. The employer shall describe in the respirator program the information and data relied upon and the basis for the canister and cartridge change schedule and the basis for reliance on the data.

(D) For protection against particulates, the employer shall provide:

1. An atmosphere-supplying respirator; or
2. An air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter, or an air-purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR part 84; or



3. For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, an air-purifying respirator equipped with any filter certified for particulates by NIOSH.

Table I - Assigned Protection Factors [Reserved]

Table II

Altitude (ft.)	Oxygen deficient Atmospheres (% O <sub>2</sub> ) for which the employer may rely on atmosphere-supplying respirators
Less than 3,001	16.0-19.5
3,001-4,000	16.4-19.5
4,001-5,000	17.1-19.5
5,001-6,000	17.8-19.5
6,001-7,000	18.5-19.5
7,001-8,000 <sup>1</sup>	19.3-19.5

<sup>1</sup> Above 8,000 feet the exception does not apply. Oxygen-enriched breathing air must be supplied above 14,000 feet.

(e) Medical evaluation. Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. Accordingly, this subsection specifies the minimum requirements for medical evaluation that employers must implement to determine the employee's ability to use a respirator.

(1) General. The employer shall provide a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace. The employer may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.

(2) Medical evaluation procedures.

(A) The employer shall identify a physician or other licensed health care professional (PLHCP) to perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire.

(B) The medical evaluation shall obtain the information requested by the questionnaire in Sections 1 and 2, Part A of Appendix C.

Exception to subsection (e)(2)(B): For the use of filtering facepiece respirators for protection against M. Tuberculosis only, the employer may rely upon a medical evaluation completed prior to October 18, 2004, in meeting the requirement for initial medical evaluation, if that evaluation meets the following conditions:

1. The evaluation consisted of a questionnaire, medical examination, or both, evaluated or conducted by a PLHCP; and

2. The employer obtained a written statement from the evaluating PLHCP that the employee is medically able to use a respirator.

(3) Follow-up medical examination.

(A) The employer shall ensure that a follow-up medical examination is provided for an employee who gives a positive response to any question among questions 1 through 8 in Section 2, Part A of Appendix C or whose initial medical examination demonstrates the need for a follow-up medical examination.

(B) The follow-up medical examination shall include any medical tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.

(4) Administration of the medical questionnaire and examinations.

(A) The medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content.

(B) The employer shall provide the employee with an opportunity to discuss the questionnaire and examination results with the PLHCP.

(5) Supplemental information for the PLHCP.

(A) The following information must be provided to the PLHCP before the PLHCP makes a recommendation concerning an employee's ability to use a respirator:

1. The type and weight of the respirator to be used by the employee;
2. The duration and frequency of respirator use (including use for rescue and escape);
3. The expected physical work effort;
4. Additional protective clothing and equipment to be worn; and
5. Temperature and humidity extremes that may be encountered.

(B) Any supplemental information provided previously to the PLHCP regarding an employee need not be provided for a subsequent medical evaluation if the information and the PLHCP remain the same.

(C) The employer shall provide the PLHCP with a copy of the written respiratory protection program and a copy of this section.

Note to Subsection (e)(5)(C): When the employer replaces a PLHCP, the employer must ensure that the new PLHCP obtains this information, either by providing the documents directly to the PLHCP or having the documents transferred from the former PLHCP to the new PLHCP. However, OSHA does not expect employers to have employees medically reevaluated solely because a new PLHCP has been selected.

(6) Medical determination. In determining the employee's ability to use a respirator, the employer shall:

(A) Obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:

1. Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
2. The need, if any, for follow-up medical evaluations; and

3. A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.

(B) If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk if the respirator is used, the employer shall provide a PAPR if the PLHCP's medical evaluation finds that the employee can use such a respirator; if a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then the employer is no longer required to provide a PAPR.

(7) Additional medical evaluations. At a minimum, the employer shall provide additional medical evaluations that comply with the requirements of this section if:

(A) An employee reports medical signs or symptoms that are related to ability to use a respirator;

(B) A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated;

(C) Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or

(D) A change occurs in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physiological burden placed on an employee.

(f) Fit testing. This subsection requires that, before an employee may be required to use any respirator with a negative or positive pressure tight-fitting facepiece, the employee must be fit tested with the same make, model, style, and size of respirator that will be used. This subsection specifies the kinds of fit tests allowed, the procedures for conducting them, and how the results of the fit tests must be used.

(1) The employer shall ensure that employees using a tight-fitting facepiece respirator pass an appropriate qualitative fit test (QLFT) or quantitative fit test (QNFT) as stated in this subsection.

(2) The employer shall ensure that an employee using a tight-fitting facepiece respirator is fit tested prior to initial use of the respirator, whenever a different respirator facepiece (size, style, model or make) is used, and at least annually thereafter.

(3) The employer shall conduct an additional fit test whenever the employee reports, or the employer, PLHCP, supervisor, or program administrator makes visual observations of, changes in the employee's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.

(4) If after passing a QLFT or QNFT, the employee subsequently notifies the employer, program administrator, supervisor, or PLHCP that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator facepiece and to be retested.

(5) The fit test shall be administered using an OSHA-accepted QLFT or QNFT protocol. The OSHA-accepted QLFT and QNFT protocols and procedures are contained in Appendix A.

(6) QLFT may only be used to fit test negative pressure air-purifying respirators that must achieve a fit factor of 100 or less.

(7) If the fit factor, as determined through an OSHA-accepted QNFT protocol, is equal to or greater than 100 for tight-fitting half facepieces, or equal to or greater than 500 for tight-fitting full facepieces, the QNFT has been passed with that respirator.

(8) Fit testing of tight-fitting atmosphere-supplying respirators and tight-fitting powered air-purifying respirators shall be accomplished by performing quantitative or qualitative fit testing in the negative pressure mode, regardless of the mode of operation (negative or positive pressure) that is used for respiratory protection.

(A) Qualitative fit testing of these respirators shall be accomplished by temporarily converting the respirator user's actual facepiece into a negative pressure respirator with appropriate filters, or by using an identical negative pressure air-purifying respirator facepiece with the same sealing surfaces as a surrogate for the atmosphere-supplying or powered air-purifying respirator facepiece.

(B) Quantitative fit testing of these respirators shall be accomplished by modifying the facepiece to allow sampling inside the facepiece in the breathing zone of the user, midway between the nose and mouth. This requirement shall be accomplished by installing a permanent sampling probe onto a surrogate facepiece, or by using a sampling adapter designed to temporarily provide a means of sampling air from inside the facepiece.

(C) Any modifications to the respirator facepiece for fit testing shall be completely removed, and the facepiece restored to NIOSH-approved configuration, before that facepiece can be used in the workplace.

(g) Use of respirators. This subsection requires employers to establish and implement procedures for the proper use of respirators. These requirements include prohibiting conditions that may result in facepiece seal leakage, preventing employees from removing respirators in hazardous environments, taking actions to ensure continued effective respirator operation throughout the work shift, and establishing procedures for the use of respirators in IDLH atmospheres or in interior structural firefighting situations.

(1) Facepiece seal protection.

(A) The employer shall not permit respirators with tight-fitting facepieces to be worn by employees who have:

1. Facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function; or
2. Any condition that interferes with the face-to-facepiece seal or valve function.

(B) If an employee wears corrective glasses or goggles or other personal protective equipment, the employer shall ensure that such equipment is worn in a manner that does not interfere with the seal of the facepiece to the face of the user.

(C) For all tight-fitting respirators, the employer shall ensure that employees perform a user seal check each time they put on the respirator using the procedures in Appendix B-1 or procedures recommended by the respirator manufacturer that the employer demonstrates are as effective as those in Appendix B-1.

(2) Continuing respirator effectiveness.

(A) Appropriate surveillance shall be maintained of work area conditions and degree of employee exposure or stress. When there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, the employer shall reevaluate the continued effectiveness of the respirator.

(B) The employer shall ensure that employees leave the respirator use area:

1. To wash their faces and respirator facepieces as necessary to prevent eye or skin irritation associated with respirator use; or

2. If they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece; or

3. To replace the respirator or the filter, cartridge, or canister elements.

(C) If the employee detects vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece, the employer must replace or repair the respirator before allowing the employee to return to the work area.

(3) Procedures for IDLH atmospheres. For all IDLH atmospheres, the employer shall ensure that:

(A) One employee or, when needed, more than one employee is located outside the IDLH atmosphere;

(B) Visual, voice, or signal line communication is maintained between the employee(s) in the IDLH atmosphere and the employee(s) located outside the IDLH atmosphere;

(C) The employee(s) located outside the IDLH atmosphere are trained and equipped to provide effective emergency rescue;

(D) The employer or designee is notified before the employee(s) located outside the IDLH atmosphere enter the IDLH atmosphere to provide emergency rescue;

(E) The employer or designee authorized to do so by the employer, once notified, provides necessary assistance appropriate to the situation;

(F) Employee(s) located outside the IDLH atmospheres are equipped with:

1. Pressure demand or other positive pressure SCBAs, or a pressure demand or other positive pressure supplied-air respirator with auxiliary SBA; and either

2. Appropriate retrieval equipment for removing the employee(s) who enter(s) these hazardous atmospheres where retrieval equipment would contribute to the rescue of the employee(s) and would not increase the overall risk resulting from entry; or

3. Equivalent means for rescue where retrieval equipment is not required under subsection (g)(3)(F)2.

(4) Procedures for interior structural firefighting. In addition to the requirements set forth under subsection (g)(3), in interior structural fires, the employer shall ensure that:

(A) At least two employees enter the IDLH atmosphere and remain in visual or voice contact with one another at all times;

(B) At least two employees are located outside the IDLH atmosphere; and

(C) All employees engaged in interior structural firefighting use SCBAs.

Note 1 to subsection (g): One of the two individuals located outside the IDLH atmosphere may be assigned to an additional role, such as incident commander in charge of the emergency or safety officer, so long as this individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

Note 2 to subsection (g): Nothing in this section is meant to preclude firefighters from performing emergency rescue activities before an entire team has assembled.

(h) Maintenance and care of respirators. This subsection requires the employer to provide for the cleaning and disinfecting, storage, inspection, and repair of respirators used by employees.

(1) Cleaning and disinfecting. The employer shall provide each respirator user with a respirator that is clean, sanitary, and in good working order. The employer shall ensure that respirators are cleaned and disinfected using the procedures in Appendix B-2, or procedures recommended by the respirator manufacturer, provided that such procedures are of equivalent effectiveness. The respirators shall be cleaned and disinfected at the following intervals:

(A) Respirators issued for the exclusive use of an employee shall be cleaned and disinfected as often as necessary to be maintained in a sanitary condition;

(B) Respirators issued to more than one employee shall be cleaned and disinfected before being worn by different individuals;

(C) Respirators maintained for emergency use shall be cleaned and disinfected after each use; and

(D) Respirators used in fit testing and training shall be cleaned and disinfected after each use.

(2) Storage. The employer shall ensure that respirators are stored as follows:

(A) All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall be packed or stored to prevent deformation of the facepiece and exhalation valve.

(B) In addition to the requirements of subsection (h)(2)(A), emergency respirators shall be:

1. Kept accessible to the work area;

2. Stored in compartments or in covers that are clearly marked as containing emergency respirators; and

3. Stored in accordance with any applicable manufacturer instructions.

(3) Inspection.

(A) The employer shall ensure that respirators are inspected as follows:

1. All respirators used in routine situations shall be inspected before each use and during cleaning;

2. All respirators maintained for use in emergency situations shall be inspected at least monthly and in accordance with the manufacturer's recommendations, and shall be checked for proper function before and after each use; and

3. Emergency escape-only respirators shall be inspected before being carried into the workplace for use.

(B) The employer shall ensure that respirator inspections include the following:

1. A check of respirator function, tightness of connections, and the condition of the various parts including, but not limited to, the facepiece, head straps, valves, connecting tube, and cartridges, canisters or filters; and

2. A check of elastomeric parts for pliability and signs of deterioration.

(C) In addition to the requirements of subsections (h)(3)(A) and (B), self-contained breathing apparatus shall be inspected monthly. Air and oxygen cylinders shall be maintained in a fully charged state and shall be recharged when the pressure falls to 90% of the manufacturer's recommended pressure level. The employer shall determine that the regulator and warning devices function properly.

(D) For respirators maintained for emergency use, the employer shall:

1. Certify the respirator by documenting the date the inspection was performed, the name (or signature) of the person who made the inspection, the findings, required remedial action, and a serial number or other means of identifying the inspected respirator; and
2. Provide this information on a tag or label that is attached to the storage compartment for the respirator, is kept with the respirator, or is included in inspection reports stored as paper or electronic files. This information shall be maintained until replaced following a subsequent certification.

(4) Repairs. The employer shall ensure that respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted in accordance with the following procedures:

(A) Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator;

(B) Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and

(C) Reducing and admission valves, regulators, and alarms shall be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

(i) Breathing air quality and use. This subsection requires the employer to provide employees using atmosphere-supplying respirators (supplied-air and SCBA) with breathing gases of high purity.

(1) The employer shall ensure that compressed air, compressed oxygen, liquid air, and liquid oxygen used for respiration accords with the following specifications:

(A) Compressed and liquid oxygen shall meet the United States Pharmacopoeia requirements for medical or breathing oxygen; and

(B) Compressed breathing air shall meet at least the requirements for Grade D breathing air described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989, to include:

1. Oxygen content (v/v) of 19.5-23.5%;
2. Hydrocarbon (condensed) content of 5 milligrams per cubic meter of air or less;
3. Carbon monoxide (CO) content of 10 ppm or less;
4. Carbon dioxide content of 1,000 ppm or less; and
5. Lack of noticeable odor.

(2) The employer shall ensure that compressed oxygen is not used in atmosphere-supplying respirators that have previously used compressed air.

(3) The employer shall ensure that oxygen concentrations greater than 23.5% are used only in equipment designed for oxygen service or distribution.

(4) The employer shall ensure that cylinders used to supply breathing air to respirators meet the following requirements:

(A) Cylinders are tested and maintained as prescribed in the Shipping Container Specification Regulations of the Department of Transportation (49 CFR part 180);

(B) Cylinders of purchased breathing air have a certificate of analysis from the supplier that the breathing air meets the requirements for Grade D breathing air; and

(C) The moisture content in the cylinder does not exceed a dew point of -50 deg. F (-45.6 deg. C) at 1 atmosphere pressure.

(D) The employer shall use only the respirator manufacturer's NIOSH approved breathing-gas containers, marked and maintained in accordance with the Quality Assurance provisions of the NIOSH approval for the SCBA as issued in accordance with the NIOSH respirator-certification standard at 42 CFR part 84.

(5) The employer shall ensure that compressors used to supply breathing air to respirators are constructed and situated so as to:

(A) Prevent entry of contaminated air into the air-supply system;

(B) Minimize moisture content so that the dew point at 1 atmosphere pressure is 10 degrees F (-5.56 deg. C) below the ambient temperature;

(C) Have suitable in-line air-purifying sorbent beds and filters to further ensure breathing air quality. Sorbent beds and filters shall be maintained and replaced or refurbished periodically following the manufacturer's instructions.

(D) Have a tag containing the most recent change date and the signature of the person authorized by the employer to perform the change. The tag shall be maintained at the compressor.

(6) For compressors that are not oil-lubricated, the employer shall ensure that carbon monoxide levels in the breathing air do not exceed 10 ppm.

(7) For oil lubricated compressors, the employer shall use a high-temperature or carbon monoxide alarm, or both, to monitor carbon monoxide levels. If only high-temperature alarms are used, the air supply shall be monitored at intervals sufficient to prevent carbon monoxide in the breathing air from exceeding 10 ppm.

(8) The employer shall ensure that breathing air couplings are incompatible with outlets for nonrespirable worksite air or other gas systems. No asphyxiating substance shall be introduced into breathing air lines.

(9) The employer shall use breathing gas containers marked in accordance with the NIOSH respirator certification standard, 42 CFR part 84.

(j) Identification of filters, cartridges, and canisters. The employer shall ensure that all filters, cartridges and canisters used in the workplace are labeled and color coded with the NIOSH approval label and that the label is not removed and remains legible.

(k) Training and information. This subsection requires the employer to provide effective training to employees who are required to use respirators. The training must be comprehensive, understandable, and recur annually, and more often if necessary. This subsection also requires the employer to provide the basic information on



respirators in Appendix D to employees who wear respirators when not required by this section or by the employer to do so.

(1) The employer shall ensure that each employee can demonstrate knowledge of at least the following:

(A) Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;

(B) What the limitations and capabilities of the respirator are;

(C) How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;

(D) How to inspect, put on and remove, use, and check the seals of the respirator;

(E) What the procedures are for maintenance and storage of the respirator;

(F) How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators; and

(G) The general requirements of this section.

(2) The training shall be conducted in a manner that is understandable to the employee.

(3) The employer shall provide the training prior to requiring the employee to use a respirator in the workplace.

(4) An employer who is able to demonstrate that a new employee has received training within the last 12 months that addresses the elements specified in subsection (k)(1)(A) through (G) is not required to repeat such training provided that, as required by subsection (k)(1), the employee can demonstrate knowledge of those element(s). Previous training not repeated initially by the employer must be provided no later than 12 months from the date of the previous training.

(5) Retraining shall be administered annually, and when the following situations occur:

(A) Changes in the workplace or the type of respirator render previous training obsolete;

(B) Inadequacies in the employee's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; or

(C) Any other situation arises in which retraining appears necessary to ensure safe respirator use.

(6) The basic advisory information on respirators, as presented in Appendix D, shall be provided by the employer in any written or oral format, to employees who wear respirators when such use is not required by this section or by the employer.

(l) Program evaluation. This section requires the employer to conduct evaluations of the workplace to ensure that the written respiratory protection program is being properly implemented, and to consult employees to ensure that they are using the respirators properly.

(1) The employer shall conduct evaluations of the workplace as necessary to ensure that the provisions of the current written program are being effectively implemented and that it continues to be effective.

(2) The employer shall regularly consult employees required to use respirators to assess the employees' views on program effectiveness and to identify any problems. Any problems that are identified during this assessment shall be corrected. Factors to be assessed include, but are not limited to:

(A) Respirator fit (including the ability to use the respirator without interfering with effective workplace performance);

(B) Appropriate respirator selection for the hazards to which the employee is exposed;

(C) Proper respirator use under the workplace conditions the employee encounters; and

(D) Proper respirator maintenance.

(m) Recordkeeping. This section requires the employer to establish and retain written information regarding medical evaluations, fit testing, and the respirator program. This information will facilitate employee involvement in the respirator program, assist the employer in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA.

(1) Medical evaluation. Records of medical evaluations required by this section must be retained and made available in accordance with section 3204.

(2) Fit testing.

(A) The employer shall establish a record of the qualitative and quantitative fit tests administered to an employee including:

1. The name or identification of the employee tested;

2. Type of fit test performed;

3. Specific make, model, style, and size of respirator tested;

4. Date of test; and

5. The pass/fail results for QLFTs or the fit factor and strip chart recording or other recording of the test results for QNFTs.

(B) Fit test records shall be retained for respirator users until the next fit test is administered.

(3) A written copy of the current respirator program shall be retained by the employer.

(4) Written materials required to be retained under this subsection shall be made available upon request to affected employees and to the Chief or designee for examination and copying.

(n) Effective date. Subsections (d)(3)(A)1 and (d)(3)(A)2 of this section become effective March 6, 2007.

(o) Appendices. Compliance with Appendix A, Appendix B-1, Appendix B-2, Appendix C, and Appendix D is mandatory.

Note: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

## HISTORY

1. Repealer and new section filed 7-12-74; effective thirtieth day thereafter (Register 74, No. 28).

2. Amendment filed 7-27-77; effective thirtieth day thereafter (Register 77, No. 31).
3. Amendment of subsection (g) filed 9-14-78; effective thirtieth day thereafter (Register 78, No. 37).
4. Amendment of subsection (e)(1) filed 5-25-79; effective thirtieth day thereafter (Register 79, No. 21).
5. Amendment of subsection (e)(1) filed 10-18-79; effective thirtieth day thereafter (Register 79, No. 42).
6. Amendment of subsection (d) filed 9-11-80; effective thirtieth day thereafter (Register 80, No. 37).
7. Amendment of subsection (f)(2) filed 7-8-85; effective thirtieth day thereafter (Register 85, No. 28).
8. HISTORY NOTE No. 7 omitted from Register 85, No. 28 due to printing plant error (Register 85, No. 38).
9. Amendment of subsection (h) filed 3-20-95; operative 4-19-95 (Register 95, No. 12).
10. Amendment of subsection (e)(3) filed 6-29-95; operative 7-29-95 (Register 95, No. 26).
11. Renumbering of former section 5144 to section 5147 and new section filed 8-25-98; operative 11-23-98 (Register 98, No. 35).
12. Change without regulatory effect amending designator for subsection (e)(7) filed 3-15-99 pursuant to section 100, title 1, California Code of Regulations (Register 2000, No. 4).
13. Editorial correction of subsection (h)(4)(A) (Register 2002, No. 46).
14. New exceptions to subsections (e)(2)(B) and (f)(2) filed 10-7-2004 as an emergency; operative 10-7-2004 (Register 2004, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-4-2005 or emergency language will be repealed by operation of law on the following day.
15. Certificate of Compliance as to 3-7-2005 order, including further amendment of exception to subsection (e)(2)(B) and repealer of exception to subsection (f)(2), transmitted to OAL 1-21-2005 and filed 3-7-2005 (Register 2005, No. 10).
16. Amendment of subsections (b), (d)(3)(A)1.-2. and (n) and repealer of subsections (n)(1)-(3) filed 3-6-2007; operative 3-6-2007. Submitted to OAL for printing only pursuant to Labor Code section 142.3(a)(3) (Register 2007, No. 10).
17. Amendment of subsection (i)(4)(A) and new subsection (i)(4)(D) filed 1-18-2012; operative 1-18-2012 pursuant to Labor Code section 142.3(a)(4)(C). Submitted to OAL for printing only pursuant to Labor Code section 142.3(a)(3) (Register 2012, No. 3).

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Subchapter 7. General Industry Safety Orders  
Group 16. Control of Hazardous Substances  
Article 107. Dusts, Fumes, Mists, Vapors and Gases  
§5144. Respiratory Protection.

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Appendix D to Section 5144: (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard

## **Guide to Respiratory Protection at Work**

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:


1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designated to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

NOTE

Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

## HISTORY

1. New appendix D to section 5144 filed 8-25-98; operative 11-23-98 (Register 98, No. 35).

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## School Photography Agreement

This document is a legally binding contract for photography services for all photographic events in the 2021-2022 academic year. This agreement is reached between Palermo Union Elementary School District, Oroville, California (representing its individual school sites as a whole and hereinafter referred to as "School") and Creative Imaging (hereinafter referred to as "Creative"). The School grants Creative this contract on the following conditions:

### Student Portraits

- Creative utilizes a VIEW FIRST photo day experience:
  - Communications with parents regarding picture day, child photographs, ordering, etc. will be electronic, by email and/or SMS messaging, through our automated communication system. NO physical order forms or flyers will be distributed. School will announce picture day dates through their usual channels of communication.
  - All purchases will be placed online either through the desktop or mobile device storefront. The options are far greater than ever before; more poses, backgrounds, products than have ever been available previously. Plus, student pictures are usually available to view the same day! Parents VIEW their photos FIRST, then order!
  - All packages/purchases will be delivered to the parent's address via USPS or similar carriers. Distribution of photographs by school staff is no longer required, thereby eliminating another "touch" point.
  - Additionally, Creative staff will adhere to all public health mandates and/or district policies to maintain a safe environment while on campus.
- All students and staff (including district personnel) will be photographed.
- School shall provide assistance with notification to parents (e.g. daily bulletins, posters on campus, auto dialer messages, email, or by other means when available) for picture day dates and procedures.
- School shall provide the most current STUDENT data in a .csv or .xls format to include last name, first name, grade, teacher, period (MS), and student ID number, AND...
- **In addition** to student data, School shall provide PARENT name, email and mobile/cell phone number (or primary number if mobile number is not defined) in the same data file as student data. This data is used to alert parents of their child's picture availability, communicate ordering opportunities/deadlines, and customer support. If available, please also include secondary parent contact as well.
- A Composite photo is created for each class (elementary) which will include the images of students, teacher and principal.
- Students/parents are encouraged to purchase packages, however, purchase is not required. A few samples are:
  1. \$15.00; 1-5x7
  2. \$28.00 4-3x5, 8 Wallets
  3. \$45.00 1-8X10, 2-5x7, 4-3x5, 8 wallets
  4. \$72.00; 3-8x10, 4-5x7, 4-3x5, 16 wallets
  5. \$20.00; Class Comp Picture
  6. MANY more packages/products available at varying prices.
- Package prices are valid the entire school year and parents may order at any time.
- Creative MAY (or may not) request Parent WORKERS for picture day. We stress the term *worker*, because this is not an easy task and an unproductive worker can make picture day, at minimum, difficult. Parent workers must be cooperative, and physically/mentally prepared to work in a fast paced environment and take direction of photographers and photo staff. Creative retains the right to approve or deny proposed parent workers at any school site. Workers will be gifted a monetary credit toward package purchases of their children..
- **The following items will be provided to School at no cost as a condition of this agreement:**
  - Aeries Export of images will be supplied for the school database.
  - PSPA Export of images will be supplied for publication in the school yearbook upon request.
  - Middle School Student photo directory will be provided in **PDF format**. School may print as many as needed.
  - Free Digital Portrait **download** (in JPG, printable format - A \$60 value) for teachers, staff, and district employees. Print/package purchases are available through the online ordering system.
  - 1 Free Class Comp Photo per class for Teacher (pre & elementary school). Additional class comps are \$20 each.
- **The following items are available for PURCHASE by PUESD:**
  - CUME file photo stickers (elementary); **\$1.50** per student for 3 stickers; **\$1.85** per student for 6 stickers of each student.
  - Student & Admin/Faculty ID badges **\$1.50 each** (batch ordered from picture day event).
  - New employee/student (photo taken by school staff and sent to Creative) or replacement ID badges throughout school year. **\$4.00 each**.
  - Full set of class composite photographs in a principal's album (elementary). **\$75.00 each**
  - Printed Middle School Student photo directory (in lieu of self printed as described above). **\$15 each**

## 2021-2022 Agreement

### "Spring" Portraits

- PARTICIPATING students will be photographed at each participating site (participation in Spring is optional) and will order photo packages in the same manner as described for "Student Portraits"
- 10% of net picture day sales, for all sales that take place within 30 days of the event will be rebated to the school PTO (at elementary school sites) as a fundraiser.

### 8th Grade Graduation Portraits

- 8th Grade grad portraits may be scheduled in the spring, no later than May 5.
- School shall provide assistance in the same manner as described for "Student Portraits"
- An 8th Grade Graduation Diploma Certificate + 8x10 Student Portrait Collage in a diploma cover may be provided for each graduating student at the nominal cost (to PUESD) of \$5.00 per student (the retail price of such a product is \$25.00). The balance of our costs associated with providing this service is offset by parent purchases from this portrait event.

### Additional Agreements

- **Staff Composite Photo:** Creative will, upon request, create a "class comp" photo of individual staff portraits from each school site. Creative will supply a full resolution JPG image to be shared with all faculty/staff members who may print, share, post this image as they see fit. Requests for group photography in any other manner (in lieu of composite photo) will be billed a service fee of \$150.
- **Additional photo opportunities:** Creative is available for other services at School's request. As this is an "all-inclusive" agreement, we request that any additional photographic opportunities be first offered to Creative. If unable to accommodate requests for any particular occasion, School may seek outside services for that event only.

### **Important:**

*\* All photographs submitted to the school remain the intellectual property of Creative Imaging Center and are protected by federal copyright laws. Please do not distribute digital files (or duplications thereof) for any other purpose than that required by general school administration practices and publications.*

Creative will continue to provide a high level of service and product quality throughout the term of the agreement.

It is agreed that Creative Imaging Center will be the official school photographer for photographic events at Palermo Union Elementary School District for the term described above. Failure by either party to comply with this agreement may result in the cancellation of the remainder of the contract.

Accepted by:



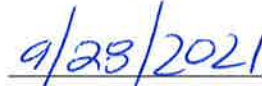
Dean R Gurr, Owner—Creative Imaging Center



Kathleen Andoe-Nolind, Superintendent  
Palermo Union Elementary School District

August 10, 2021

Date



Date

Palermo would like to transition the Valedictorian award to celebrate and acknowledge the academic achievements of students that maintained a 4.0 grade point average (gpa) throughout 6th-8th grades. The Valedictorian award should be received by students that held the highest academic achievements during all three years at middle school, and not on one year of academic success.

Palermo takes pride in celebrating the academic success of our students multiple times throughout the year: 3.0-3.99 and 4.0 academic awards at the end of each trimester, and Principal/Superintendent awards celebrating the cumulative gpa of students that maintained high academic achievements throughout the academic year. However, the Valedictorian award should be received by students that excelled in academics, highlighting their hard work and dedication through all three years of middle school.

As all grade levels of middle school are essential to cultivating a Palermo Bulldog graduate, Palermo would like to transition our Valedictorian awards to reflect the academic success of our students during the three years of middle school. Below is the schedule of this transition that will not hinder the ability of our current 7th and 8th grade students to achieve the Valedictorian award.

2021-2022: Valedictorian awarded based on 8th grade gpa  
2022-2023: Valedictorian awarded based on 7th-8th grade gpas  
2023+: Valedictorian awarded based on 6th-8th grade gpas



Memorandum of Understanding Between Palermo Union Elementary School District  
And  
Palermo Teachers Association  
  
Independent Study Lead Teacher  
October 21, 2021


The Palermo Union School District ("District") and the Palermo Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the expansion of the Independent Study Program due to the impact of the COVID-19 pandemic that impact certificated bargaining unit members.

The District and Association recognize the need to provide support for our Independent Study Program staff. This MOU addresses the ability for an independent study lead teacher to be compensated for additional time coaching and supporting the newly hired independent study teachers.

The District and the Association mutually agree to the following for the 2021-2022 school year:

- The Independent Study Lead Teacher will be allowed to time card additional time at their hourly rate.

This MOU expires on the last contract day of the 2021-2022 school year. This MOU may be extended upon mutual agreement of the Parties.

  
\_\_\_\_\_  
For the District:

10/21/21  
Date:

  
\_\_\_\_\_  
For the Association:

10/21/21  
Date:

2021-2022  
Memorandum of Understanding  
Between  
Palermo Union Elementary School District ("District")  
And  
The California School Employees Association And It's Palermo Chapter #366 ("CSEA")  
(together "Parties")

Due to the ongoing and unprecedented nature of the COVID-19 pandemic PUESD and the CSEA recognize the need to provide flexibility in job assignments and duties. The need to provide ongoing services to students through supplemental instructional support and continued provision for the health and safety of staff and students has created an immediate need for increase in hours at all school sites, which the Parties recognize will not be a permanent increase.

Due to the influx of one time funding to assist districts in meeting the needs of students and the continued provision for the health and safety of students and staff, the District is able to offer non-permanent increases in hours to classified employees during the 2021-2022 school year only.

The Parties recognize and agree to the following:

1. PUESD is not creating additional permanent positions or hours. Additional non-permanent hours will be offered to part time classified employees as a result of the ongoing nature of the COVID-19 pandemic. Total hours worked shall not exceed 8 hours per day.
2. Employees are not entitled to a permanent assignment of these additional hours. Employees working these hours will return to their regularly assigned work hours/ position upon the District's determination that the additional temporary hours are no longer needed.
3. Per California Education Code section 45137, employees will be entitled to the additional accrual of sick leave and vacation time based on the total weekly hours worked and additional accrual of statutory benefits, if any, will be adjusted back to the employee's regularly scheduled hours should the District determine that additional hours are no longer necessary.
4. During this period of additional hours only, employees will be entitled to the health and medical benefits associated with the total weekly hours worked and in conformance with the Collective Bargaining Agreement ("CBA") between the Parties.
5. This is an unprecedented situation and circumstances may change frequently. Should new issues arise which affect this agreement, the Parties agree to address such issues in a collaborative fashion through negotiations.

By: Kathleen Ando-Nelson  
Palermo Union Elementary School District

Date: 9/16/2021

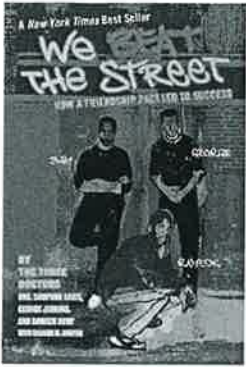
By: Dana Indley  
CSEA Chapter #366 President

Date: 9/16/2021

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## We Beat the Street: How a Friendship Pact Led to Success

by Sampson Davis, George Jenkins, Rameck Hunt (Goodreads Author)

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Growing up on the rough streets of Newark, New Jersey, Rameck, George, and Sampson could easily have followed their childhood friends into drug dealing, gangs, and prison. But when a presentation at their school made the three boys aware of the opportunities available to them in the medical and dental professions, they made a pact among themselves that they would become doctors. It took a lot of determination—and a lot of support from one another—but despite all the hardships along the way, the three succeeded. Retold with the help of an award-winning author, this younger adaptation of the adult hit novel *The Pact* is a hard-hitting, powerful, and inspirational book that will speak to young readers everywhere. (less)

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**Sampson Davis**

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Drs. Sampson Davis, George Jenkins, and Rameck Hunt are practicing physicians, authors and the founders of The Three Doctors Foundation." ...more

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occupied, so the officer told him to sleep on the floor. On Thanksgiving morning, instead of waking up in his own bed to the smells of Thanksgiving and the sound of football games and parades, Rameck woke stiffly on the cold concrete floor of a jail cell.

He spent four days in that detention center. He ate terrible food; endured embarrassment and humiliation as he used the toilet in front of his cellmates; and even heard, late one night, the horrifying but unmistakable sounds of a boy being raped. Rameck felt like a caged animal.

Some of the boys in the jail had been there many times. Many seemed to accept jail as part of their life, as their inevitable future. But Rameck bristled at the thought. "Never again," he told himself. "I'm not going to waste my life this way."

When he was released, he was at first ashamed to tell George and Sampson what had happened. The three of them talked about football games and girls and applying to Seton Hall as if the world were unchanged. But Rameck's fear of what might happen to his future shaded everything.

In January, he attended a hearing before a judge. Several teachers and family members had written letters on his behalf, asking for mercy. The crack addict did not show up, however, so the case was continued. A second hearing was held. Once again, the addict did not show up. A third hearing was set. Rameck, dressed in his suit and tie, waited for the worst to happen. But again, the man they attacked did not appear in court. The judge finally threw out the case, and after several stern warnings from all involved, Rameck was allowed to go home.

"Thank, you, God," Rameck whispered. He felt as if he had been racing blindfolded to the edge of a cliff and had been grabbed and saved just as he was about to descend into a pit from which there was no escape.

He swore he'd try to stay out of trouble, to hang with Sampson and George more, aim for higher goals. For a while, it worked.

*To be redacted if approved*