

WILLIAMS UNIFIED SCHOOL DISTRICT

Board of Trustees Regular Meeting 6:00 p.m., Thursday, August 15, 2024 Williams Unified School District Board Room 260 11th Street, Williams, CA

AGENDA

1.0 CALL TO ORDER

TIME: _____ PM

- 2.0 ROLL CALL
- 3.0 PLEDGE OF ALLEGIANCE

4.0 APPROVAL OF THE AGENDA

Action	Motion	Second	Ayes	Noes
Roll Call:			Abstain	Absent
Ash 🗌 aye 🗌 no / Bautista	aye no / Cova	arrubias 🗌 aye 🗌 no /	EB Davis 🗌 aye 🗌	no / Perez 🗌 aye 🗌 no

5.0 <u>AUDIENCE/VISITORS PUBLIC COMMENT</u> – Anyone wishing to address the Board on any school-related item not scheduled on this agenda but within the jurisdiction of the Board may do so at this time. Please state your first and last name. The meeting is being taped and all comments are being recorded. Board bylaws limit speaking time to 3 minutes per speaker and 20 minutes per item.

6.0 COMMUNICATION / REPORTS

- 6.1 Board of Trustees Reports
- 6.2 Evelyn Guevara, Associated Student Body President and Board Representative
- 6.3 Sandra Ayón, Ed. D., District Superintendent and Secretary to the Board

7.0 PRESENTATIONS

- 7.1 (p. xx) Williams USD Reach All Students
- 7.2 (p. xx) Board and Superintendent Goals
- 7.3 (p. xx) Elementary Summer School Overview
- 8.0 ACTION ITEMS CONSENT CALENDAR Certain items, which require review and approval by the Board of Trustees, are routine in nature because they are self-explanatory, non-controversial, or repetitious. These recommended items are grouped as a consent item for automatic approval after the Board President determines there is no request to separate any items for independent consideration.
 - 8.1 **BOARD MINUTES** Request to approve Board minutes 8.1.1 (p. xx) July 16, 2024 (Regular)
 - 8.2 (p. xx) BILLS/WARRANTS Request to approve warrants list, special variable payroll.
 - 8.3 **MONTHLY ACCOUNT SUMMARIES** Request to approve monthly account summaries
 - 8.3.1 (p. xx) General Ledger Report and Bank Reconciliation Report, Williams Elementary & Upper Elementary Schools Checking Account, June 2024.
 - 8.3.2 (p. xx) General Ledger Report and Bank Reconciliation Report, Williams Jr/Sr High School Checking Account, June 2024.

8.4 SERVICE AGREEMENTS/CONTRACTS

- 8.4.1 (p. xx) Confirmation to Wilmington Trust that Williams Unified School District has made adequate provision in its annual budget for the payment of Lease Payments 2016 Certificates of Participation (COP).
 - 8.4.2 (p. xx) Written Certification for Wilmington Trust stating compliance with the provisions in Section 5.7

- of the Lease Agreement 2016 COP.
- 8.4.3 (p. xx) Confirmation to Wilmington Trust that Williams Unified School District has made adequate provision in its annual budget for the payment of Lease Payments 2019 COP.
- 8.4.4 (p. xx) Written Certification for Wilmington Trust stating compliance with the provisions in Sections 5.3-5.7 of the Lease Agreement 2019 COP.
- 8.4.5 (p. xx) Quote from Beacon Athletics for bleachers for visitor side at McCarl Field.
- 8.4.6 (p. xx) Proposal for EPI, LLC. for review of highly effective instructional strategies, Board etiquette and Board self-evaluation with Roy Casey.
- 8.4.7 (p. xx) Memorandum of Understanding between Colusa County Office of Education and Williams Unified School District for Services of the Education Program at S. William Abel Academy.
- 8.4.8 (p. xx) Tri-County Induction Program Contract for Services Between Sutter County Superintendent of Schools as the Local Education Agency for the Tri-County Induction Program, Participating County Offices of Education and Participating Sutter County School Districts and Employing Agencies for School Year 2024-2025.
- 8.4.9 (p. xx) Berry Electric Estimate for Internet Fiber to Williams High School Football Field.
- 8.4.10 (p. xx) Houghton Mifflin Harcourt Proposal for Williams Unified School District for Go Math CA K-3 2025 Renewal.
- 8.4.11 (p. xx) Service Agreements that have cleared the CITE Student Data Privacy Compliance vetting process for current district applications.

8.5 ROUTINE PURCHASE ORDERS

	Purchase Order #	Vendor	Amount
8.5.1 (p. xx)	PO25-00150	JV's Custom Concrete	\$ 58,000.00
8.5.2 (p. xx)	PO25-00166	Berry Electric Inc.	\$ 35,646.73

8.6 **APPROVE EXTRA DUTY / VOLUNTEER / STUDENT PERSONNEL REPORTS** – Request to approve personnel items relating to Extra Duty, Volunteer and Student personnel reports.

Classification	Position	Status	Name
Extra Duty	Assistant Varsity Football Coach	Open	
Extra Duty	Cross Country Coach	Filled	Nik Willis
Extra Duty	Track Coach	Filled	Kinsey McDonald
Extra Duty	Assistant Track Coach	Filled	Dan McDonald

8.7 APPROVE CERTIFICATED / CLASSIFIED / CONFIDENTIAL PERSONNEL REPORT- Request to approve personnel items relating to Certificated, Classified and Confidential personnel reports.

Classification	Position	Status	Name
Certificated Management	Secondary Assistant Principal	Open	
Confidential Management	Director of Maintenance, Operations and Transportation	Open	
Confidential Management	Interim Accountant	Variable Service Agreement	Aksil Howell-Coombs
Certificated	Health Specialist	Open	
Certificated	Secondary Math Intervention Teacher	Open	
Certificated	Secondary VAPA/CTE Arts Media Teacher	Open	
Certificated	Multiple Subjects Teacher	Leave of Absence Request 10/2/2024-10/11/2024	Lynn Reister
Classified	Bilingual Instructional Assistant	Open	
Classified	Student Supervisor	Open	
Classified	ASES Paraeducator	Open	
Classified	Cafeteria Assistant	Filled	Marlene Estrada Tapia
Classified	ASES Paraeducator	Resignation	Marlene Estrada Tapia Viviana Tapia
Classified	Student Supervisor	Resignation	Cecilia Valencia
Classified	Paraeducator	Resignation	Angelica Perez Jimenez

8 APPROVE DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES 8.8.1 (p. xx) Surplus of District Vehicle

8.9 APPROVE INSTRUCTIONAL MINUTES/ BELL SCHEDULES / MASTER SCHEDULES 8.9.1 (p. xx) 2024-25 Williams Jr/Sr High School Instructional Minutes 8.9.2 (p. xx) 2024-25 Mid Valley Continuation Instructional Minutes 8.9.3 (p. xx) 2024-25 Williams Upper Elementary School Instructional Minutes 8.9.4 (p. xx) 2024-25 Williams Upper Elementary School Master Schedule

8.10 APPROVE BOARD POLICIES (BP) AND ADMINISTRATIVE REGULATIONS (AR) AND EXHIBITS (E) AND BOARD BYLAWS (BB)

8.10.1 (p. xx) CSBA Policy Updates July 2024

 Action
 Motion
 Second
 Ayes
 Noes

 Roll Call:
 Abstain
 Abstain
 Absent

 Ash ______ aye ___ no / Bautista _____ aye ___ no / Covarrubias _____ aye ___ no / EB Davis _____ aye ___ no / Perez _____ aye ____ no

9.0 <u>ACTION ITEMS – NEW BUSINESS</u> – Protocol for action items includes a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a 3-minute time limit per person.

9.1 (p. xx) Consideration and possible action concerning the approval of the agreement between Williams Unified School District and George Roofing for the Williams High School – 2024 Roofing Project.

Action	Motion	Second	Ayes	Noes
Roll Call:			Abstain	Absent
Ash 🗌 aye 🗌 no / Bautista	aye 🗌 no / Cova	arrubias 🗌 aye 🗌 no /	′ EB Davis 🔲 aye 🗌	no / Perez 🗌 aye 🗌 no

10.0 INFORMATIONAL ITEMS AND REPORTS

10.1 (p. xx) 2022–23 Teaching Assignment Monitoring Outcomes

11.0 FUTURE MEETING DATES

- 11.1 September 12, 2024 (Regular)
- 11.2 October 17, 2024 (Special 5:00pm-6:30pm)
- 11.3 October 17, 2024 (Regular 6:30pm)
- 11.4 November 21, 2024 (Regular)
- 11.5 December 16, 2024 (Regular)

12.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.

- 12.1 Sufficiency or Insufficiency of Instructional Materials
- 12.2 Gann Limit
- 12.3 Unaudited Actuals

13.0 <u>CONVENE TO CLOSED SESSION</u> TIME: ____ PM Closed Session will be held regarding the following matters:

- 13.1 Public Employee Discipline/Dismissal/Release (Gov. Code 54957)
- 13.2 Conference with Legal Counsel Anticipated Litigation (Gov. Code 54956.9(d)(2))

14.0 <u>RECONVENE TO OPEN SESSION</u> TIME: ____ PM Action Taken During Closed Session:

14.1 Public Employee Discipline/Dismissal/Release (Gov. Code 54957)

Action	Motion	Second	Ayes	Noes
Roll Call:			Abstain	Absent
Ash 🗌 aye 🗌 no / Bautista	aye 🗌 no / Cova	arrubias 🗌 aye 🗌 no /	′ EB Davis 🗋 aye 🗌] no / Perez 🗌 aye 🗌 no

14.2 Conference with Legal Counsel – Anticipated Litigation (Gov. Code 54956.9(d)(2))

writing prior to the regular meeting so that every reasonable effort can be made to accommodate you.

	Action Roll Call: Ash 🗋 aye 🗌 no / Baut	Motion ista 🗌 aye 🗌 no / Cova	Second	Ayes Abstain / EB Davis 🗋 aye 🗌	Noes Absent] no / Perez 🗋 aye 🗌 no
15.0	ADJOURNMENT	TIME: PM			
	Action Roll Call: Ash [] aye [] no / Baut		Second	Ayes Abstain / EB Davis 🗌 aye 🗌	Noes Absent] no / Perez 🗌 aye 🗌 no
District e	encourages those with disabil	lities to participate fully in th	ne public meeting process	. If you require disability	the Williams Unified School <i>r-</i> related accommodations or he Superintendent's office in

Agenda Documents: As required in SB 343, agenda documents distributed to the Board less than 72 hours before the meeting are available for public inspection at the Williams Unified School District Office located at 260 11th Street, Williams, California. THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE Thursday, September 12, 2024 AT 6:00 PM.

Posted: August 8, 2024

DISTRITO ESCOLAR UNIFICADO DE WILLIAMS

Consejo Directivo Reunión Regular Jueves 15 de agosto de 2024 a las 6:00 PM. Sala del Consejo Directivo del Distrito Escolar Unificado de Williams 260 11th Street, Williams, CA

AGENDA

1.0 LLAMADO AL ORDEN

HORA: _____ P.M.

- 2.0 LISTA DE ASISTENTES
- 3.0 JURAMENTO DE LEALTAD

4.0 APROBACIÓN DE LA AGENDA

Acción	Moción	Apoyada	Sí	No
Lista de asistentes:			Abstuvo	Ausente
Ash 🗍 sí 🗍 no / Bautista 🗍	🗋 sí 🥅 no / Covarrul	bias 🗍 sí 🦳 no / EB 🛛	Davis 🗌 sí 🗌 no / Po	érez 🗌 sí 🗌 no

5.0 <u>COMENTARIOS DE LA AUDIENCIA/VISITANTES</u> - Cualquiera que desee dirigirse al Consejo Directivo sobre cualquier artículo relacionado a la escuela que no esté programado en esta agenda pero esté dentro de la jurisdicción del Consejo Directivo puede hacerlo en éste momento. Por favor diga su nombre y apellido. La reunión está siendo grabada y todos los comentarios están siendo registrados. El Consejo Directivo limita por norma a 3 minutos de exposición por persona y 20 minutos por artículo.

6.0 <u>COMUNICACIÓN / REPORTES</u>

- 6.1 Reportes del Consejo Directivo.
- 6.2 Evelyn Guevara, Presidenta de la Asociación de Estudiantes y Representante del Consejo Directivo.
- 6.3 Sandra Ayón, Ed. D., Superintendente del Distrito y Secretaria del Consejo Directivo.

7.0 PRESENTACIONES

- 7.1 (p. xx) Llegando a todos los estudiantes del Distrito Escolar Unificado de Williams.
- 7.2 (p. xx) Metas de la Superintendente y el Consejo Directivo.
- 7.3 (p. xx) Presentación Escuela de verano de primaria
- 8.0 ARTÍCULOS DE ACCIÓN CALENDARIO DE CONSENTIMIENTO Ciertos artículos, los cuales requieren de la revisión y aprobación del Consejo Directivo, son rutinarios puesto que no necesitan explicación, no son controversiales, o repetitivos. Estos artículos recomendados están agrupados como artículos de consentimiento para aprobación automática una vez que la Presidente del Consejo Directivo determina que no hay ningún pedido de separar los artículos para su consideración independiente.
 - 8.1 **ACTA DEL CONSEJO DIRECTIVO** Pedido de aprobación del acta del Consejo Directivo. 8.1.1 (p.xx) 16 de julio de 2024 (Regular).
 - 8.2 (p. xx) CUENTAS/AUTORIZACIONES Pedido de aprobación de la lista de autorizaciones, nómina variable especia
 - 8.3 **RESÚMENES DE CUENTAS MENSUALES** Solicitud de aprobación de resúmenes de cuentas mensuales.
 - 8.3.1 (p. xx) Informe del libro mayor de cuentas y conciliación bancaria de la cuenta de cheques de la Escuela Primaria Williams y la Escuela Primaria Superior Williams, junio de 2024.
 - 8.3.2 (p. xx) Informe del libro mayor de cuentas y conciliación bancaria de la cuenta de cheques de la Escuela Secundaria Intermedia y Preparatoria Williams, junio de 2024.

8.4 CONTRATOS/ACUERDOS DE SERVICIOS

8.4.1 (p. xx) Confirmación a Wilmington Trust de que el Distrito Escolar Unificado de Williams ha llevado a cabo una asignación adecuada de su presupuesto anual para el pago de los aranceles de

arrendamiento de los Certificados de Participación 2016 (COP, por sus siglas en inglés).

- 8.4.2 (p. xx) Certificación escrita para Wilmington Trust confirmando el cumplimiento de las disposiciones de la Sección 5.7 del contrato de arrendamiento COP 2016.
- 8.4.3 (p. xx) Confirmación a Wilmington Trust de que el Distrito Escolar Unificado de Williams ha llevado a cabo una asignación adecuada de su presupuesto anual para el pago de los aranceles de arrendamiento COP 2019.
- 8.4.4 (p. xx) Certificación escrita para Wilmington Trust confirmando el cumplimiento de las disposiciones en las Secciones 5.3-5.7 del contrato de arrendamiento COP 2019.
- 8.4.5 (p. xx) Presupuesto de Beacon Athletics para la instalación de gradas del lado visitante en el Campo McCarl.
- 8.4.6 (p. xx) Propuesta a EPI, LLC. para que lleve a cabo la revisión de las estrategias pedagógicas de gran eficacia, el protocolo del Consejo Directivo y la autoevaluación del Consejo Directivo con Roy Casey.
- 8.4.7 (p. xx) Memorándum de entendimiento entre la Oficina de Educación del Condado de Colusa y el Distrito Escolar Unificado de Williams para servicios del programa de educación en la Academia S. William Abel.
- 8.4.8 (p. xx) Contrato de servicios del Programa de Inducción Tres Condados entre el Superintendente de escuelas del condado de Sutter como la agencia educativa local para el Programa de Inducción Tres Condados, las Oficinas de Educación participantes del Condado y los Distritos Escolares y agencias empleadoras del Condado de Sutter participantes para el año escolar 2024-2025.
- 8.4.9 (p. xx) Presupuesto de Berry Electric para la instalación de internet por fibra óptica en el campo de futbol de la Escuela Secundaria Williams.
- 8.4.10 (p. xx) Propuesta de Houghton Mifflin Harcourt para el Distrito Escolar Unificado de Williams para la renovación 2025 de Go Math CA K-3.
- 8.4.11 (p. xx) Acuerdos de servicio que han superado la investigación de Cumplimiento de privacidad de datos estudiantiles de CITE proceso para las solicitudes actuales del distrito.

8.5 ÓRDENES DE COMPRA DE RUTINA

	Orden de Compra #	Proveedor	Cantidad
8.5.1 (p. xx)	PO25-00150	JV's Custom Concrete (compañía de hormigón)	\$ 58,000.00
8.5.2 (p. xx)	PO25-00166	Berry Electric Inc. (compañía de electricidad)	\$ 35,646.73

8.6 APROBACIÓN DE LOS REPORTES DE DEBER ADICIONAL / VOLUNTARIOS / PERSONAL ESTUDIANTIL - Pedido de aprobación de artículos del personal relacionados a reportes de Deber Adicional, Voluntarios y personal Estudiantil.

Clasificación	Posición	Estatus	Nombre
Servicio adicional	Asistente de entrenador de futbol americano de Varsity	Vacante	
Servicio adicional	Entrenador de campo traviesa	Ocupada	Nik Willis
Servicio adicional	Entrenador de atletismo	Ocupada	Kinsey McDonald
Servicio adicional	Asistente de entrenador de atletismo	Ocupada	Dan McDonald

8.7 APROBACIÓN DEL REPORTE DEL PERSONAL CERTIFICADO / CLASIFICADO / CONFIDENCIAL – Pedido de aprobación de los artículos del personal relacionados a reportes del personal Certificado, Clasificado y Confidencial.

Clasificación	Posición	Estatus	Nombre
Administración certificada	Asistente de Director de Secundaria	Vacante	
Administración confidencial	Director de transporte, operaciones y mantenimiento	Vacante	
Certificada	Especialista en salud	Vacante	
Certificada	Maestro de intervención de Matemática de Secundaria	Vacante	
Certificada	Maestro de Secundaria de VAPA-CTE (Artes visuales y escénicas/Carrera técnica) y medios de comunicación	Vacante	
Certificada	Maestro de múltiples materias	Pedido de licencia 10/2/2024-10/11/2024	Lynn Reister
Clasificado	Asistente de instrucción bilingüe	Vacante	

Clasificado	Supervisor de estu			Vacante	
Clasificado	Asistente de cafete	ería		Ocupada	Marlene Estrada Tapia
Clasificado	Viviana Tapia			Marlene Estrada Tapia Viviana Tapia	
Clasificado	Supervisor de estu	udiantes		Renuncia	Cecilia Valencia
Clasificado	Maestro auxiliar			Renuncia	Angélica Pérez Jiménez
8.9 AF M/ 8.9 8.9 8.9 8.9 8.9 8.9 8.10 AF (A	AESTROS 9.1 (p. xx) Minutos d 9.2 (p. xx) Minutos d 9.3 (p. xx) Minutos d 9.4 (p. xx) Cronograr	e Instrucción 2024 e instrucción 2024 e instrucción 2024 ma maestro 2024-2 DLÍTICAS DEL CO (E), Y ESTATUTO	RUCCIÓN / CRO I-2025 de la Escue I-25 de la Escue I-2025 de la Escu 2025 de la Escu DNSEJO DIREC DS DE LA JUN	cuela Secundaria I ela de Continuación cuela Primaria Sup rela Primaria Supe TIVO (BP), REGU TA DIRECTIVA (B	erior Williams. rior Williams. JLACIONES ADMINISTRATIVAS
Lista de a Ash	sistentes: ☐ no / Bautista		oias 🗌 sí 🗌 no	Abstuvo / EB Davis	Ausente] no / Pérez] sí] no
del person deliberació	al, preguntas del Co	onsejo Directivo, co tivo, y votación por	ontribución del p	úblico, cierre de la	de acción incluye una presentaci a contribución del público, nte la contribución del público hat
	Consideración y pos George Roofing par				re el Distrito Escolar Unificado de cho 2024.
Acción	M	oción	Apoyada	Sí	No
Lista de a	sistentes;			ADStuvo _	Ausente] no / Pérez] sí] no

10.1 (p. xx) Resultados del seguimiento de las tareas docentes de 2022-23.

11.0 FECHAS DE FUTURAS REUNIONES

- 11.1 12 de septiembre de 2024 (Regular)
- 11.2 17 de octubre de 2024 (Especial 5:00pm-6:30pm)
- 11.3 17 de octubre de 2024 (Regular 6:30pm)
- 11.4 21 de noviembre de 2024 (Regular)
- 11.5 16 de diciembre de 2024 (Regular)

12.0 <u>AGENDA PENDIENTE</u> – Éste es el momento de agregar futuros artículos a la agenda pendiente.

- 12.1 Suficiencia o insuficiencia de materiales instructivos.
- 12.2 Límite Gann.
- 12.3 Datos reales no auditados.

13.0 <u>CONVOCATORIA A UNA SESIÓN CERRADA</u> HORA: _____ P.M. En la sesión cerrada se tratarán los siguientes temas:

- 13.1 Disciplina/despido/suspensión del empleado público (Código de Gobierno 54957)
- 13.2 Conferencia con el asesor legal: litigio anticipado (Código de Gobierno 54956.9(d)(2))

14.0 **REANUDAR LA SESIÓN ABIERTA** HORA: ____ P.M. Medida tomada durante la sesión cerrada:

14.1 Disciplina/Despido/Suspensión de Empleados Públicos (Código de Gobierno 54957).

	Acción Lista de asistentes: Ash □ sí □ no / Bautista		Apoyada ubias 🗌 sí 🗌 no / EB	Abstuvo	No Ausente 2érez □ sí □ no
	14.2 Conferencia con el	asesor legal: litigio an	ticipado (Código de G	obierno 54956.9(d)(2	?))
	Acción Lista de asistentes: Ash			Abstuvo	No Ausente Pérez □ sí □ no
15.0	SUSPENSIÓN H	ORA: P.M.			
	AcciónN Lista de asistentes: Ash [] sí [] no / Bautista			Abstuvo	No Ausente Pérez □ sí □ no
con dis acomod	to Escolar Unificado de William capacidades, alienta a aquello aciones o modificaciones relaci sejo Directivo, debe notificar pol	os con discapacidades onadas a su discapacidad	a participar plenamente d, incluyendo asistencia y	del proceso de reunió servicios auxiliares para	n pública. Si usted necesita poder participar en la reunión

del Cor razonable para acomodar sus necesidades.

Documentos de la agenda: Según lo establecido en SB 343, los documentos de la agenda distribuidos al Consejo Directivo con menos de 72 horas antes de la reunión estarán disponibles para su revisión pública en la oficina del Distrito Escolar Unificado de Williams ubicado en 260 11th Street, Williams, California.

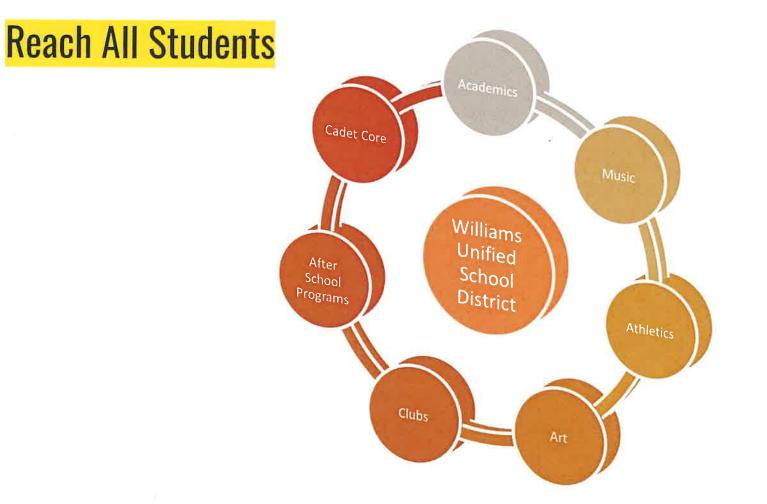
LA PRÓXIMA REUNIÓN PROGRAMADA DEL CONSEJO DIRECTIVO SERÁ el jueves 12 de septiembre de 2024 a las 6:00 P.M.

Publicado: 8 de agosto de 2024

Williams USD Reach All Students

Board of Trustees August 15, 2024





Belief Statement

• We are an accomplished team of students, families, and teachers that are part of shaping our district's exciting future.

Priorities/ Goals

- Prepare students for college, career, and civic engagement (LCAP Goal 1)
- Attract and retain highly qualified teachers (LCAP Goal 2)
- Increase parent and community involvement (LCAP Goal 3)

Motto

• Offering Choices to Strengthen our Voices

Vision

• Williams USD a diverse community of great people who cultivate excellence and harvest proud, respectful students.

Mission

• The Williams Unified School District, in collaboration with their students, parents, educators, and the community is committed to providing all students with a sense of belonging and a meaningful education that prepares them to be contributing members of a multi-ethnic, multi-cultural society.

LCAP Goals

	Goal 1:	Achievement
		Williams Unified School District will raise student achievement and prepare all students for college and career through academically challenging curriculum delivered through intentional and quality instruction.
•	Goal 2:	<u>Conditions of Learning</u> Williams Unified School District will establish and foster conditions of learning that meet the educational and socio-emotional needs of all students in order to ensure their success.
٠	Goal 3:	<u>Family Engagement</u> Williams Unified School District will strengthen family engagement through communication that includes all stakeholders: students, staff, families, and community.
•	Goal 4:	<u>Equity Multiplier Focus Goal</u> WUSD is committed to enhancing educational equity at our Alternative High School, Mid-Valley, and Independent Study Program. WUSD will ensure all students attending Mid-Valley Alt. Ed. classroom and independent study program have equitable access to high-quality educational resources, personalized support, and opportunities for academic and personal growth, regardless of their background or circumstances.

Achievement

- 3 Year Single Focus Site Plans
- Cadet Program
- WASC
- AVID (school wide)
- ASES
- ASSETS
- ELOP

- SEAL
- Write Tools
- Book Vending Machines
- Reclassification Celebration
- Seal of Biliteracy Recognition
- iReady
- Dual Immersion through 6th grade*

Achievement

Williams Lower Elementary

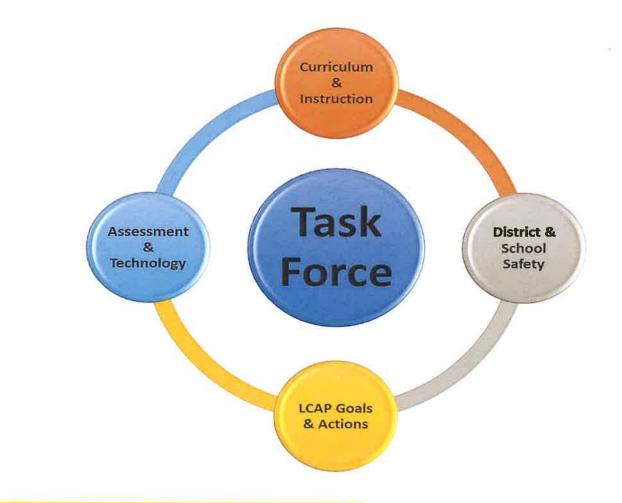
- Reading
- Math

Williams Upper Elementary

- Writing
- Math

Williams Jr/ Sr High School & Mid-Valley

- Data Driven Instruction
- WASC
- Math



Williams Unified School District Task Force

Task Force Work

- Continue to monitor the LCAP
- Continue to monitor the Comprehensive School Safety Plan
 - Crisis Response Plan
 - Practice Drills
 - SB553 Workplace Violence Protection Plan
- Curriculum
 - ELD & Social Science
 - English Language Arts/ Novels
 - Ethnic Studies/ Chicano Studies
 - AVID
 - Kinesiology
- Graduate Profile

Life Skills	Learning Skills	Academic Skills	
 By graduation WUSD students will: Demonstrate mental and physical well-being Salf Awaranaaa 	By graduation WUSD students will: Solve problems	By graduation WUSD students will be literate in: Language Arts	
 Demonstrate mental and physical well-being Self-Awareness Self-Management Responsible Decision-Making Social Awareness Relationship Skills Nutrition and exercise Access post-secondary options Interview skills and resume writing Career and job requirements College and technical school offerings Application processes Practice project management Goal setting Time management Task completion Participate as responsible citizens Ethical decision making Civic engagement Productive life-long learners Inclusivity and acceptance 	 Solve problems Creatively Critically Innovation Adaptable Selecting appropriate tools Advocate for themselves Taking initiative Growth mindset Communicate effectively Write effectively Speak publicly Collaborate in groups Utilize support systems Study methods Effective organization Counseling Technology Be able to navigate different forms of multimedia. Utilize various technological devices, 	 Language Arts Proficiency in reading, writing, listening and speaking Interaction/exposure with multiple genres Gateway to biliteracy Mathematics and Science Be able to construct arguments and critique the reasoning of others. Use models to solve problems. Make sense of problems and persevere in solving them. Look for and make use of structures. Identify and use appropriate tools strategically. Work towards accuracy and precision in problem solving. Look for and express regularity in repeated reasoning. Reason abstractly and 	
	 platforms and applications Discerning consumer of information and judge of source validity 	quantitatively.	

Conditions of Learning

- Instructional Coaches
 - Supporting learning for teachers
- Multi-Tiered Systems of Support (MTSS)
- Positive Behavior Intervention Support (PBIS)
- Intervention Programs
- After School Programs (ASES & ASSETS)
- Summer Academy
 - Credit Recovery
 - Enrichment classes
 - Migrant classes

- Wellness Center to provide social and emotional wrap-around services
- Counselor for Elementary Schools
- Satchel online social emotional assessment and digital learning
 - \circ 2 times a year
 - Weekly individualized intervention for all students
 - Results reported to parents and the Board of Trustees



Family Engagement

- Back to School Nights
- Open House
- Tk/K Information Night
- Family Nights
 - Technology/ Applications

1

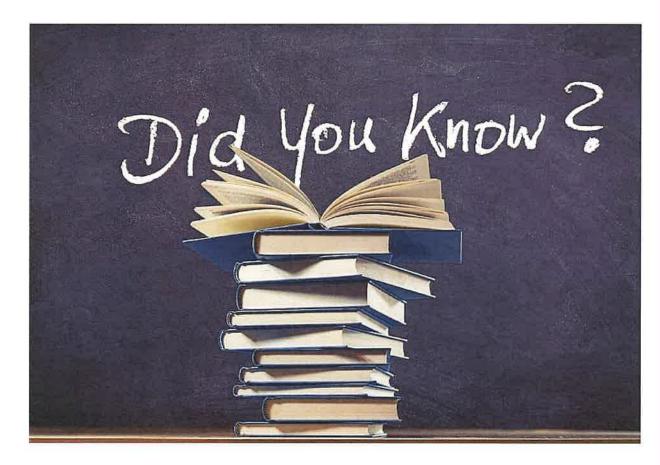
- Literacy
- Math
- Science

- Student Performances
 - Music
 - Dances
- College Decision Night
- Cultural Night

Family Engagement (continued)

• Communications

- Bulletins
- Parent Square
- Facebook
- Web Site
- Marquees
- Ways to Become Involved
 - SSC
 - o PTO
 - ELAC
 - DELAC
 - o Brown & Gold



Professional Learning for Administrators and Instructional Coaches

- Data Driven Instruction
 - Using early release time to look at data and adjust instruction accordingly
- Classroom Walk Throughs
 - 3 classrooms a week with feedback
 - Classroom Walk Through Tool
 - New Focus On Math

The Past Three Years

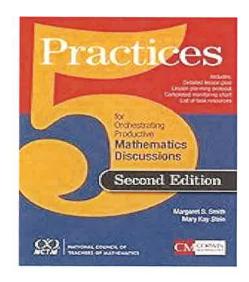
WUSD Highlights.docx

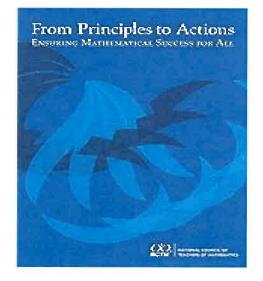
- This link leads you to so many more things that are happening around the District
- The printed lists are in your packet

Planning for the Future

- iReady Data Chats with Students
- Attendance (Chronic Absenteeism)
- Professional Learning for Staff
 - \circ iReady
 - Ellevation
 - Satchel
 - SEAL
 - Math
 - ELA
 - Science
 - AVID

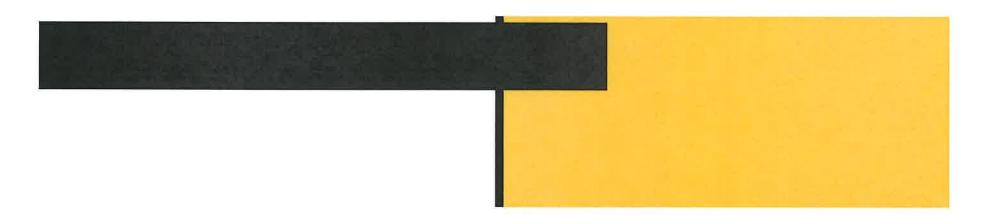
Summer Learning– Mathematics for the Administrators







Thank You



District Office

- Positive budget
- Positive Federal Program Monitoring After School ELOP/ASSETS
- 3x3 Meeting Growth
- Collaboration with CalFresh
- Shade Structure for Welding
- Outside professional development
- District wide professional development
- Paper Cut district wide printing
- Facilities: HVAC, carpet, painting, sidewalk, boiler work, doors, softball/baseball fields
- Fax to Email
- Virtual PRI phone system
- Benches, tables, garbage cans with mascot
- Drivers Education
- Dual Enrollment
- Dual Immersion through 6th grade
- Tables for greenhouse
- ASES ASSETS ELOP
- Mariachi
- Vape Sensors
- All Call Horns
- Student and staff recognition
- Athletic handbook
- EL Master Plan/Reclassification Form
- Dashboard indicators
- Safety Plan
- Crisis Response Plan
- 3-year single focus site plans
- District Belief statement, priorities, motto, vision and mission
- Tech plan
- Facilities and transportation
- Parent nights
- 2nd cup of coffee
- Graduate profile
- Leadership Team meetings
- Instructional leadership meetings
- Task Force LCAP, Safety and Instruction
- Administrative Coaching by Roy Casey
- Happy People Win by Jean Steel
- Julie Adams



Williams Elementary School

- Reading Specialist small group intervention in reading
- Literacy coach
- SEAL coach
- Technology coach
- PE Teacher
- Music Teacher
- Library extra hours
- Full time reading para small group intervention in reading
- Bilingual full time reading para small group intervention in English development
- After school reading intervention
- After school Lexia Lab
- After school Spanish reading intervention
- In-class reading paras (3) small group reading
- Dual Immersion in-class reading para small group reading
- Paraeducators in all TK and Kinder classes
- 3 Year strategic plan in Literacy
- Aligned use of Saxon Phonics in grade K-2
- Aligned use of i-Ready ELA / Math
- WES District and Site PD Calendar for inst. strategies and SEAL
- Elementary Counselor
- Satchel Pulse screener
- Parent trainings: technology, literacy night, math night
- Active PTO
- Increased TK program
- Student Council
- Elementary reclassification
- Friday Flag salute recognitions
- Book vending machine
- Mural
- Marquee
- Spirit days and weeks
- Playground sparkles and referrals
- Student supervisors
- Assemblies
- ELAC/SSC
- Poster Maker
- New furniture
- Parent Square



Williams Upper Elementary School

- Play structure
- Mural
- 3 academic awards assemblies
- iReady
- Instructional Coach
- PE Teacher
- Music Teacher
- Counselor
- Student Supervisors
- Yearbook
- Field Day
- Shady Creek
- Book Vending Machine
- Reading Awards
- Spirit Weeks
- Prize box
- Data Leadership collaboration
- 3-year plan focused on writing
- Spelling Bee Champions 3 years running
- Satchel Pulse
- New Science curriculum
- Data Chats
- 6th Grade advancement ceremony
- Reclassification of EL students
- Digital marquee
- Grade level trips
- SEAL
- Dual immersion in 4th and 5th grade
- Bilingual staff
- Parent Square
- PIQE
- New Classroom furniture (Cano)
- Physical Fitness Testing
- PTO
- School Site Council
- ELAC
- CABE
- Planters and benches
- Poster maker



Williams Jr/Sr High School

- Student support
- EL Coordinator
- EL paraeducators
- College classes
- Field trips
- ASES/ASSETS Tutoring
- PSAT
- Saturday school
- Referral process
- Student recognition
- EL Reclassification ceremony
- Seal of biliteracy
- College signings for athletics
- Decision Day
- PBIS
- Migrant College Trip
- Math professional development
- Math Coach
- EL Curriculum Training
- CABE
- New classroom furniture
- Parent Square
- Book Vending Machine
- PIQE
- Community/student events
- Cultural Day
- Electives showcase
- "Because I said I would" assembly
- Cadets
- AVID expansion
- Advanced Placement Professional Development
- Dual Enrollment summit
- PE Conference
- Foreign language conference
- English coaching/learning
- Spanish textbook training
- Activities director training
- SPED inclusion
- CTE pathway completion
- WASC accreditation
- BEST
- Clarifying music pathways
- Design classes



Technology

- Exchange Gmail
- Rotation cycle draft
- Wifi 6/7 upgrade plan
- Switching curriculum over to tech as contacted
- Rostering via Clever
- Provisioning Securely via Google Classroom
- Google classroom auto rostered via Clever
- Samsara for Bus attendance
- Employee/Student AUP
- Securly filtering for chrome books
- Aeries transportation tab
- Aeries counseling tab
- Corrected Aeries transcripts
- Vape sensors
- All Call outdoor speakers
- Digital faxing
- Secure print
- 270+ Coaching session completed with IT TOSA
- Recording in Google slides
- Guardian Summaries for DELAC parents
- Google Groups
- Create Events in Gmail
- Create interactive YouTube Videos
- Create graphic organizers with google slides
- Create a calendar schedule
- Set up a grading system in google classroom
- Adjust Google calendar settings
- Gmail tips and tricks
- Google calendar organization
- Digital skills for students
- Create and use practice sets



Williams Unified School District 2021-2022/ 2022 - 2023/ 2023-2024/ 2024-2025 Offering Choices to Strengthen Our Voices

Board of Trustees Guidance

Belief Statement

• We are an accomplished team of students, families, and teachers that are part of shaping our district's exciting future.

Priorities/ Goals

- Prepare students for college, career, and civic engagement (LCAP Goal 1)
- Attract and retain highly qualified teachers (LCAP Goal 2)
- Increase parent and community involvement (LCAP Goal 3)

Motto

• Offering Choices to Strengthen our Voices

Vision

• Williams USD a diverse community of great people who cultivate excellence and harvest proud, respectful students.

Mission

• The Williams Unified School District, in collaboration with their students, parents, educators, and the community is committed to providing all students with a sense of belonging and a meaningful education that prepares them to be contributing members of a multi-ethnic, multi-cultural society.

Guidelines

- Listen to student needs (LCAP Goal 2)
- Hire competent people (LCAP Goal 2)
- Listen to the community (LCAP Goal 3)

Key Areas

- Student Engagement (LCAP Goal 1)
- Pupil Outcomes (LCAP Goal 1)
- Conditions of Learning (LCAP Goal 2)

Superintendent's Goals/ Indicators

- Goal # 1 Prepare students for college, career, and civic engagement (LCAP Goal 1)
 - Three Year Single Focus Site Plans- Math
 - District-wide diagnostics in reading and math 3
 - <mark>times a year</mark>
 - Grades
 - Reclassification

- Discipline referrals
- Credit recovery
- Dual enroliment
- Graduation rates
- CTE Pathways completers

- Attendance
- Goal # 2 Attract and retain highly qualified teachers to ensure student success (LCAP Goal 2)
 - Develop and broaden educator recruitment efforts
 - Recruit early using multiple methods
 - Build relationships with teacher colleges and intern programs
 - Provide
 - Mentors
 - On-boarding
 - Instructional coaches

Increase teacher knowledge around content, pedagogy, and cultural relevance to impact student learning

- Review and enhance benefit and compensation structures
- Goal # 3 Increase family and community involvement (LCAP Goal 3)
 - The superintendent will facilitate a communication system that will inform, listen, and update all members of the school community of procedures, policies, academic programs, opportunities and concerns.
 - Parent Square for two-way communication
 - Community/Family engagement
 - Academic opportunities (math, science, art, P.E., literacy, etc)
 - Back to school
 - Open House

07/22/2024 SA

**2021-2022

**2022-2023

**2023-2024

**2024-2025 repeat of the bolded items as well as the new Goal #4

- Parent Conferences
 ELAC/DELAC
- PTO
- SSC

- Goal # 4 Enhance Educational Equity at Alternative High School, Mid-Valley, and Independent Study Program
 - Develop and implement personalized learning plans for students
 - Provide access to the necessary technology and learning resources
 - Adopt an inclusive curriculum that reflects the diverse background of our student population

07/22/2024 SA

2021-2022 **2022-2023 **2023-2024 **2024-2025 repeat of the bolded items as well as the new Goal #4**

Annual Planning Document 2021-2024

Goal	Indicators	Timeline	Data (Dashboard, admin, focus groups, surveys, etc.)
Goal #1 - Prepare students for college, career, and civic engagement (LCAP Goal 1)	 Three Year Single Focus Site Plan District-wide diagnostics in reading and math 3 times a year Dual enrollment CTE Pathways completers 	2021-2022	 Completed at all sites and updates will be brought to the Board in April/May We have this in place and are in the second round of assessments- results will be brought to the Board in Jan/Feb Dashboard has just been released and I will fill this in with that information <u>undefined Summary California School</u> <u>Dashboard (CA Dept of Education)</u> Dashboard has just been released and I will fill this in with that information <u>undefined Summary California School</u> <u>Dashboard (CA Dept of Education)</u> Dashboard has just been released and I will fill this in with that information <u>undefined Summary California School Dashboard (CA Dept of Education)</u>
Goal #1 - Prepare students for college, career, and civic engagement (LCAP Goal 1)	 Reclassification Attendance Discipline referrals Graduation rates 	2022-2023	 We have updated the EL Master Plan and reclassification forms to meet the state and federal guidelines. We have an EL Lead (Yesenia) that is monitoring this. We have purchased ELLEVATION which will help us track all EL students in their forward progress. 98 students were reclassified this year. We have been cleaning up the attendance at the secondary level to better reflect the actual students attending school. We are doing home visits for the 12 or so students that have had the lowest to none attendance and making sure they are giving the resources needed to complete their education- alt ed, adult school, independent study, etc. These are being closely monitored so that they mirror our

07/22/2024 SA

**2021-2022

**2022-2023

**2023-2024

**2024-2025 repeat of the bolded items as well as the new Goal #4

4

			 expectations of behavior. Yesenia will be working on a discipline matrix to help facilitate discipline. We have implemented Saturday School/ athletes included. 4. Graduate Profile and the 3 above items should help us raise our graduation requirements. WUSD Graduate profile.docx
Goal #1 - Prepare students for college, career, and civic engagement (LCAP Goal 1)	 Grades Attendance Credit Recovery 	2023-2024	 We will be looking for trends for low grades (D's and F's) in order to address the needs of our students. Intervention is embedded throughout the district. We are in Differentiate Assistance with the county for our Chronic Absenteeism. We are putting plans in place to fulfill the requirements as well as boost our attendance. The county has also started the SARB process and we will be able to utilize that inorder to improve attendance as well as provide the support the families that need. Our Summer Academy works well for credit recovery, however we would like to have less during the summer and more during the school year.
Goal #2 - Attract and retain highly qualified teachers to ensure student success (LCAP Goal 2)	 Recruit early using multiple methods Increase teacher knowledge around content, pedagogy, and cultural relevance to impact student learning Review and enhance benefit and compensation 	2021-2022	 We still need to work on this, however, we did steal something from another district's email signature and we will be using that on ours at the district office and administration. The classroom walkthroughs, classroom observations, the work with Casey, admin, and coaches Transparent and honest conversations have helped us continue enhancing the benefits and compensations structures.

07/22/2024 SA

**2021-2022 **2022-2023 **2023-2024 **2024-2025 repeat of the bolded items as well as the new Goal #4 5

	structures		
Goal #2 - Attract and retain highly qualified teachers to ensure student success (LCAP Goal 2)	 Mentors On-boarding Instructional coaches 	ing 2022-2023 1. All new teachers have mentors ing al We attended two job fairs this year and have Williams USD back on the map in the area. a. We attended two job fairs this year and have Williams USD back on the map in the area. 3. Instructional coaches have been very supportive in t classrooms helping and enhancing instruction a. Instructional coaches have been very supportive in t classrooms helping and enhancing instruction a. Instructional coaches are supporting profess learning at the sites b. We will be adding one more Instructional coather in etc in starting to build that connection tionships tionships 2023-2024 1. We have reached out to Chico State for teachers/ in etc in starting to build that connection 2. We attended 2 college recruitment fairs this year- Ch and Sac State. We hope to be invited to Davis this upcoming year. uare for 2021-2022 1. We continue to use Parent Square and it has been positive. All sites are also using site facebook pages information out to the families. All three sites have d marquees that help keep students, staff and families informed. 2. Parent conferences have been well attended, SSC is well attended and more parents are becoming involv 3. ELAC/DELAC Parent conferences have good turnouts and the populatio participants is different and more wide-spread.	 On-boarding is still a work in progress We attended two job fairs this year and have put Williams USD back on the map in the area. Instructional coaches have been very supportive in the classrooms helping and enhancing instruction Instructional coaches are supporting professional learning at the sites We will be adding one more Instructional coach for
Goal #2 - Attract and retain highly qualified teachers to ensure student success (LCAP Goal 2)	 Build relationships with teacher colleges and intern programs 	2023-2024	 We attended 2 college recruitment fairs this year- Chico and Sac State. We hope to be invited to Davis this
Goal #3 - Increase family and community involvement (LCAP Goal 3)	 Parent Square for two-way communication Community/Family engagement a. Parent Conferences 	2021-2022	 Parent conferences have been well attended, SSC is also well attended and more parents are becoming involved.
	b. SSC c. ELAC/DELA C		 ELAC/DELAC have good turnouts and the population of participants is different and more wide-spread.

07/22/2024 SA

**2021-2022 **2022-2023 **2023-2024 **2024-2025 repeat of the bolded items as well as the new Goal #4

6

Goal #3 - Increase family and community involvement (LCAP Goal 3)	 Academic opportunities (math, science, art, P.E., literacy, etc) PTO 	2022-2023	 We committed to 3 parent information nights per site this year apart from the regular parent nights and to date, WES - 2; WUES - 1; WJSHS - 1. The 2nd cup of coffee has not begun yet, but we will try that in the spring semester. We feel that this is no longer necessary proven by the high parent/ family turnout at all site events. PTO is combined at the two elementary sites and they have had good turn-outs so far.
Goal #3 - Increase family and community involvement (LCAP Goal 3)	1. The superintendent will facilitate a communication system that will inform, listen, and update all members of the school community of procedures, policies, academic programs, opportunities and concerns.	2023-2024	 Parent Square for two-way communication Communication Plan both district wide and by site

07/22/2024 SA

**2021-2022

**2022-2023

**2023-2024 **2024-2025 repeat of the bolded items as well as the new Goal #4

7

Annual Planning Document 2024-2026

Goal	Indicators	Timeline	Data (Dashboard, admin, focus groups, surveys, etc.)
Goal #1 - Prepare students for college, career, and civic engagement (LCAP Goal 1)	 Three Year Single Focus Site Plan- Math Grades Attendance Dual Enrollment CTE Pathway Completers 	2024-2025	
Goal #2 - Attract and retain highly qualified teachers to ensure student success (LCAP Goal 2)	 On-boarding Instructional coaches 	2024-2025	
Goal #3 - Increase family and community involvement (LCAP Goal 3)	 Academic opportunities for Parents (evenings such as math, science, art, P.E., literacy, etc) ELAC/ DELAC 	2024-2025	
Goal # 4 - Enhance Educational Equity at Alternative High School, Mid-Valley, and Independent Study Program (LCAP Goal 4- Equity Multiplier Focus	 Personalized Learning Plans Access to Technology and Resources 	2024-2025	

07/22/2024 SA

**2021-2022 **2022-2023 **2023-2024

**2023-2024 **2024-2025 repeat of the bolded items as well as the new Goal #4 8

WILLIAMS UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

Tuesday, July 16, 2024, Regular Meeting

MINUTES

1.0 <u>CALL TO ORDER</u> – Board president, Kathleen Bautista, called the Regular Board meeting of the Williams Unified School District Board of Trustees to order at <u>6:00 PM</u> on July 16, 2024, in the Williams Unified School District Board Room, located at 260 11th Street, Williams, California. A quorum was established.

2.0 ROLL CALL

Trustees Present:	Kathleen Bautista, President Cesar Perez, Vice President Patricia Ash, Member Heather Covarrubias, Member Edward Davis, Member
Administrative Staff:	Sandra Ayón, Ed. D., Superintendent Michelle Jorge, Elementary Principal

- Audience: Jodi Cortez, Maria Leyva Belmontes, Jaime Mata
- 3.0 <u>PLEDGE OF ALLEGIANCE</u> Board president, Kathleen Bautista, led the Board and audience in the Pledge of Allegiance.

4.0 APPROVAL OF THE AGENDA

A MOTION was made by Cesar Perez and SECONDED by Patricia Ash to APPROVE the agenda. Motion passed. Ayes __5__ Noes __0_ Absent _0__ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

- 5.0 <u>AUDIENCE/VISITORS PUBLIC COMMENT</u> Board president, Kathleen Bautista welcomed all visitors and invited them to speak at this time on any school-related item not scheduled on this agenda but within the jurisdiction of the Board may do so at this time. Please state your first and last name. The meeting is being taped and all comments are being recorded. Board bylaws limit speaking time to 3 minutes per speaker and 20 minutes per item.
 - 5.1 No public comment.

6.0 COMMUNICATION / REPORTS

6.1 Board of Trustees Reports

Trustee Patricia Ash stated she attended the Sports Hall of Fame dinner. Good stories were shared and the recognition was well deserved.

6.2 Sandra Ayón, Ed.D., District Superintendent and Secretary to the Board

Dr. Ayón stated district Summer Schools are complete. The ASES-ELOP Summer Camp will end on July 24. Students have enjoyed various types of enrichment activities; daily water play and field trips to the IMAX theater and Sea Quest in Folsom. A half-day Administrator Retreat is scheduled for August 5. Administrators will set goals and expectations for Math as well as plan the start of the school year. We will host a New Teacher & Staff onboarding on August 7. The onboarding will include an orientation to our district and a bus tour of our city and school sites. The Welcome Back Breakfast – WUSD professional development day will be August 8. Certificated staff will attend breakout sessions and breakfast and lunch will be provided. The first day for students is August 13. Dr. Ayón thanked the MOT and IT departments and student workers for their work over the summer. There is no update at this time for the E Street property. Roy Casey will be here in October for a Board training on the Brown Act as well as in February for the Board Self-Evaluation. Mr. Casey's proposal will go before the Board in August. The district will have a Bond measure on the November 5th ballot. We are working with Isom Advisors as we navigate the process. A mailer will be

Board of Trustees Regular Meeting Minutes - July 16, 2024

sent out to Williams residents regarding Measure B. There is an argument in favor of the bond that will be submitted as well. Dr. Ayón shared several Bond reminders with the Board including:

- District resources may not be used to advocate for the measure,
- Employee time may not be used to advocate for the measure,
- Board members and staff may work on a campaign during their own time but may not use District resources to do so,
- District email should never be used to communicate about or support a Measure campaign,
- District may allow groups to use the facilities, need to be open to all sides, think of ramifications before allowing use of facilities,
- District may not urge voters to vote yes or no,
- The Board may take a position on the Measure via a motion/ resolution,
- District employee may not work in support of the Measure during the paid workday,
- It is advised not to have Board members to advocate for the Measure as individuals at District events,
- We have been advised to stay quiet about the Measure such as signs in yards, posters, etc. The survey both paper and phone calls showed the community in favor of the Bond.

Dr. Ayón closed with a reminder from our attorneys regarding bond promotion and district outreach.

Trustee Edward Davis questioned if law signs were allowed.

Dr. Ayón reminded trustees that our bond advisors are suggesting that we don't do any advertising of the bond aside from the mailer.

Trustee Patricia Ash questioned if there would be a community meeting.

Dr. Ayón stated no community meeting is planned because surveys have shown the community is in favor of the bond. Jaime Mata was introduced as the new Chief Business Officer pending Board approval on the agenda.

- 7.0 <u>ACTION ITEMS CONSENT CALENDAR</u> Certain items, which require review and approval by the Board of Trustees, are routine in nature because they are self-explanatory, non-controversial, or repetitious. These recommended items are grouped as a consent item for automatic approval after the Board President determines there is no request to separate any items for independent consideration.
 - 7.1 **BOARD MINUTES** Request to approve Board minutes.
 - 7.1.1 June 18, 2024 (Special)
 - 7.1.2 June 20, 2024 (Regular)
 - 7.2 BILLS/WARRANTS Request to approve warrants list, special variable payroll.

7.3 SERVICE AGREEMENTS/CONTRACTS

- 7.3.1 Colusa County Consortium Plan for Serving Expelled Students July 1, 2024 June 30, 2027.
- 7.3.2 Memorandum of Understanding between Williams Unified School District and Williams Police Department July 1, 2024 June 30, 2027.
- 7.3.3 Renaissance Quote Summary for Accelerated Reader and myON subscriptions through August 31, 2025.
- 7.3.4 Teacher Synergy TPT School Access Quote for Resource Licenses for Williams Elementary School through July 31, 2025.
- 7.3.5 McGraw Hill Quote for CA Wonders Materials for Williams Elementary School.

7.4 ROUTINE PURCHASE ORDERS

	Purchase Order #	Vendor	Amount
7.4.1	BPO25-00005	General Produce	\$40,750.00
7.4.2	BPO25-00006	Gold Star Foods, Inc.	\$130,500.00
7.4.3	PO25-00008	Curriculum Associates	\$62,329.00
7.4.4	BPO25-00012	Pacific Gas & Electric Company	\$200,000.00
7.4.5	BPO25-00013	Recology Butte Colusa Counties	\$39,999.96
7.4.6	PO25-00016	Aeries Software Inc	\$30,122.50
7.4.7	BPO25-00017	Frontier	\$40,800.00
7.4.8	BPO25-00020	Sysco Food Service	\$115,871.00
7.4.9	PO25-00021	Fagen Friedman & Fulfrost LLP	\$30,000.00
7.4.10	BPO25-00022	The Danielsen Co	\$195,900.00
7.4.11	BPO25-00024	City of Williams	\$48,000.00
7.4.12	PO25-00025	Sunbelt Staffing	\$68,820.00
7.4.13	BPO25-00026	Williams Hardware	\$30,000.00
7.4.14	PO25-00028	James Marta & Co LLP	\$33,400.00
7.4.15	BPO25-00031	Hylen Distributing	\$91,000.00
7.4.16	PO25-00033	Colusa County Office of Education (Escape Software Fees)	\$36,771.23

Board of Trustees Regular Meeting Minutes - July 16, 2024

			i ugo
7.4.17	PO25-00034	Colusa County Office of Education (CEWAN Fes)	\$54,452.34
7.4.18	PO25-00035	Colusa County Office of Education (Special Education)	\$2,010,939.00
7.4.19	PO25-00072	TCI (Social Studies licenses)	\$59,800.00
7.4.20	PO25-00091	Open Up Resources	\$32,000.00
7.4.21	PO25-00098	Dubuque Bank and Trust	\$206,000.00
7.4.22	PO25-00100	Willington Trust 2016 COP	\$197,037.50
7.4.23	PO25-00101	Willington Trust 2019 COP	\$224,450.00
7.4.24	PO25-01274	Schools Excess Liability Fund	\$46,795.87

7.5 APPROVE EXTRA DUTY / VOLUNTEER / STUDENT PERSONNEL REPORTS – Request to approve personnel items relating to Extra Duty. Volunteer and Student personnel reports.

Classification	Position	Status	Name
Extra Duty	Assistant Varsity Football Coach	Open	
Extra Duty	Varsity Football Coach	Filled	Forrest Bateman
Extra Duty	Assistant Varsity Football Coach	Filled	Forrest L. Bateman
Extra Duty	Junior Varsity Football Coach	Filled	Scott Stephens
Extra Duty	Assistant Junior Varsity Football Coach	Filled	Kevin Spesert
Extra Duty	Varsity Boys Basketball Coach	Filled	Jeff Lemus
Extra Duty	Junior Varsity Boys Basketball Coach	Filled	Robert Tamayo
Extra Duty	Wrestling Coach	Filled	Nik Willis
Extra Duty	Varsity Volleyball Coach	Filled	Darren Robinson
Extra Duty	Junior Varsity Volleyball Coach	Filled	Kearra Gurule
Extra Duty	Golf Coach	Filled	Darren Robinson
Extra Duty	Baseball Coach	Filled	Robert Tamayo
Extra Duty	Softball Coach	Filled	Mingy Altamirano
Extra Duty	Boys Soccer Coach	Filled	Humberto Guzman
Extra Duty	Girls Soccer Coach	Filled	Phillip Santillan
Extra Duty	Fall Cheerleading Coach	Filled	Ashlin Covarrubias
Extra Duty	Jr. High Volleyball Coach	Filled	Nayeli Contreras
Extra Duty	7 th Grade Boys Basketball	Filled	Tony Hermann
Extra Duty	8th Grade Boys Basketball	Filled	Lane Bledsoe
Extra Duty	7 th Grade Girls Basketball	Filled	Lane Bledsoe
Extra Duty	8 th Grade Girls Basketball	Filled	Tony Hermann
Extra Duty	Jr. High Boys Soccer	Filled	Nayeli Contreras
Extra Duty	Jr. High Girls Soccer	Filled	Lizbeth Jaime

7.6 APPROVE CERTIFICATED / CLASSIFIED / CONFIDENTIAL PERSONNEL REPORT- Request to approve personnel items relating to Certificated, Classified and Confidential personnel reports.

Classification	Position	Status	Name
Certificated Management	Secondary Assistant Principal	Open	
			ALL STREET, MARKES
Confidential Management	Chief Business Officer	Filled	Jaime Mata
Confidential Management	Director of Maintenance, Operations & Transportation	Open	
Certificated	Health Specialist	Open	
Certificated	Secondary Visual & Performing Arts/CTE Arts Media	Open	
	Entertainment Teacher		
Certificated	Secondary Math Intervention Teacher	Open	
		i fraktionstruct	
Classified	Technology Support Technician	Filled	Cecilia Lopez
Classified	Bilingual Paraeducator	Open	
Classified	Cafeteria Assistant	Open	

7.7 APPROVE INSTRUCTIONAL MINUTES/ BELL SCHEDULES / MASTER SCHEDULES

- 7.7.1 Revised 2024-25 Williams Elementary School Master Schedule
- 7.7.2 2024-25 Williams Elementary School Instructional Minutes

7.8 APPROVE BOARD POLICIES (BP) AND ADMINISTRATIVE REGULATIONS (AR) AND EXHIBITS (E) AND BOARD BYLAWS (BB)

- 7.8.1 CSBA Policy Updates June 2024
- 7.8.2 Exhibit 9270: Conflict of Interest
- 7.9 APPROVE FIELD TRIP REQUESTS

7.9.1 Overnight field trip request for the FFA Chapter Officer Leadership Conference, August 18-20, 2024.

A MOTION was made by Patricia Ash and SECONDED by Cesar Perez to APPROVE the Consent Calendar. Motion passed. Ayes __5__Noes __0_Absent _0__ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

- 8.0 <u>ACTION ITEMS NEW BUSINESS</u> Protocol for action items includes a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a 3-minute time limit per person.
 - 8.1 Consideration and possible action concerning the approval of **Resolution #01-071624: Resolution Adopting** a **Conflict of Interest Code**.

A MOTION was made by Edward Davis and SECONDED by Cesar Perez to APPROVE Resolution #01-071624: Resolution Adopting a Conflict of Interest Code. Motion passed. Ayes __5_ Noes __0_ Absent __0_ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

8.2 Consideration and possible action concerning the approval of the Williams Unified School District Integrated Pest Management Plan.

A MOTION was made by Patricia Ash and SECONDED by Edward Davis to APPROVE the Williams Unified School District Integrated Pest Management Plan. Motion passed. Ayes __5__Noes __0_Absent __0_ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

8.3 Consideration and possible action concerning the approval of the Agricultural Career Technical Education Incentive Grant 2024-25 Application for Funding for Williams Jr/Sr High School.

A MOTION was made by Heather Covarrubias and SECONDED by Edward Davis to APPROVE the Agricultural Career Technical Education Incentive Grant 2024-25 Application for Funding for Williams Jr/Sr High School. Motion passed. Ayes _5_ Noes _0_ Absent _0_ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

9.0 INFORMATIONAL ITEMS AND REPORTS

9.1 Williams Uniform Complaint Quarterly Report: April – June, 2024

10.0 FUTURE MEETING DATES

- 10.1 August 15, 2024 (Regular)
- 10.2 September 12, 2024 (Regular)
- 10.3 October 17, 2024 (Regular)
- 10.4 November 21, 2024 (Regular)

11.0 PENDING AGENDA – This is the time to place future items on the Pending Agenda.

11.1 None

12.0 <u>CONVENE TO CLOSED SESSION (6:17 PM)</u> Closed Session will be held regarding the following matters:

- 12.1 Student Discipline Expulsion Case No. 2324-03 (EC 48918)
- 12.2 Conference with Legal Counsel Anticipated Litigation (Gov. Code 54956.9)

13.0 <u>RECONVENE TO OPEN SESSION (7:15 PM)</u> Action Taken During Closed Session:

13.1 Student Discipline - Expulsion Case No. 2324-03 (EC 48918)

A MOTION was made by Patricia Ash and SECONDED by Edward Davis to APPROVE a stipulated expulsion for Case No. 23-24-03. Motion passed. Ayes __5_ Noes __0_ Absent __0_ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

13.2 Conference with Legal Counsel - Anticipated Litigation (Gov. Code 54956.9)

No Action Taken.

14.0 ADJOURNMENT (7:18 PM)

A MOTION was made by Edward Davis and SECONDED by Patricia Ash to APPROVE the adjournment. Motion passed. Ayes __5__ Noes __0_ Absent __0_ by the following vote: Ash – aye, Bautista – aye, Covarrubias – aye, EB Davis – aye, Perez – aye.

Please note that additional information distributed to the Board during the meeting and not included in the agenda packet can be obtained by calling the District Office at 530-473-2550, x11409.

Respectfully submitted,

Sandra Ayón, Ed. D. Secretary of the Board sa/jdc

ReqPay12a

	R	eqPay12a	Board I	Report	0.2
Checks Da	Phecks Dated 07/01/2024 through 07/31/2024 Sheck Date Check Date Pay to the Order of Date Fund-Object Expensed Amount 0447413 07/12/2024 Amazon Capital Services Inc. 01-4300 108.22- 0447414 07/12/2024 California's Valued Trust 01-9509 5,455.83 0447415 07/12/2024 California's Valued Trust 01-9514 153,718.03 1 0447416 07/12/2024 CIty of Williams 01-9509 0447418 01-9509 0447418 01-9509 0447418 01-9509 0447418 01-9509 0447419 01-9509 0447419 01-9509 0447418 01-9509 0447418 01-9509 0447418 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447419 01-9509 0447420				
Check Number		Pay to the Order of	Fund-Object		Check Amount
00447413	07/12/2024	Amazon Capital Services Inc.	01-4300	108.22-	
			01-4400	2,816.76-	
			01-9509	5,455.83	2,530.85
00447414	07/12/2024	California's Valued Trust	01-3701	3,511.00	
			01-9514	153,718.03	157,229.03
0447415	07/12/2024	CDW Government Inc	01-9509		253.20
0447416	07/12/2024	City of Williams	01-9509		3,805.20
0447417	07/12/2024	City of Williams	01-9509		504.71
0447418	07/12/2024	City of Williams	01-9509		1,373.84
0447419	07/12/2024	City of Williams	01-9509		128.76
0447420	07/12/2024	Colusa County Farm Supply	01-9509		768.64
0447421	07/12/2024	Eagle Architects	35-9509		2,900.00
0447422	07/12/2024	Frontier	01-5900		3,818.13
0447423	07/12/2024	Frontier	01-5900		5,764.88
0447424	07/12/2024	FULCHER PAINT AND SUPPLY LLC	01-9509		4,349.39

0

4					ranoune	Antoune	
	00447413	07/12/2024	Amazon Capital Services Inc.	01-4300	108.22-		
				01-4400	2,816.76-		
				01-9509	5,455.83	2,530.85	
	00447414	07/12/2024	California's Valued Trust	01-3701	3,511.00		
				01-9514	153,718.03	157,229.03	
	00447415	07/12/2024	CDW Government Inc	01-9509		253.20	
	00447416	07/12/2024	City of Williams	01-9509		3,805.20	
	00447417	07/12/2024	City of Williams	01-9509		504.71	
	00447418	07/12/2024	City of Williams	01-9509		1,373.84	
	00447419	07/12/2024	City of Williams	01-9509		128.76	
	00447420	07/12/2024	Colusa County Farm Supply	01-9509		768.64	
	00447421	07/12/2024	Eagle Architects	35-9509		2,900.00	
	00447422	07/12/2024	Frontier	01-5900		3,818.13	
	00447423	07/12/2024	Frontier	01-5900		5,764.88	
	00447424	07/12/2024	FULCHER PAINT AND SUPPLY LLC	01-9509		4,349.39	
	00447425	07/12/2024	Les Schwab Tire Center	01-9509		169.61	
	00447426	07/12/2024	Levi Aaron Fulcher dba Fulcher	01-9509		8,800.00	
			Painting				
	00447427	07/12/2024	M Bar C Construction Inc	35-9509		134,709.97	
	00447428	07/12/2024	M&K Harvesting Equipment	01-9509		21.52	
	00447429	07/12/2024	Parker Construction & Consulti ng	01-9509		1,725.00	
	00447430	07/12/2024	Paul V Scholl dba Messenger Pu	01-5820		52.00	
			blishing Group				
	00447431	07/12/2024	Recology Butte Colusa Counties	01-9509		2,386.46	
	00447432	07/12/2024	Superior Region FFA	01-5200	150.00		
				01-5800	1,050.00	1,200.00	
	00447433	07/12/2024	Williams Hardware	01-9509		4,885.46	
	00447547	07/19/2024	American Fidelity Administration Services	01-5800		259.20	
	00447548	07/19/2024	AVID Center	01-9509		5,994.00	
	00447549	07/19/2024	CASBO	01-5300		1,750.00	
	00447550	07/19/2024	Colusa County Office of Education	01-9509		10,632.90	
	00447551	07/19/2024	Dubuque Bank and Trust	01-7438	6,007.09		
				01-7439	41,992.91	48,000.00	
	00447552	07/19/2024	FasTrak Violation Processing	01-9509		14.00	
	00447553	07/19/2024	Frontier	01-5900		485.58	
	00447554	07/19/2024	Frontline Technologies Group LLC	01-5800		5,119.33	
	00447555	07/19/2024	Glenn County Office of Ed	01-9509		1,041.00	
	00447556	07/19/2024	IEC Power LLC	01-5800		1,911.50	
	00447557	07/19/2024	Levi Aaron Fulcher dba Fulcher Painting	01-5600		8,400.00	
	00447558	07/19/2024	Pacific Gas & Electric Company	01-9509		37.58	
	00447559		Pacific Office Automation	01-5650		271.88	
	00447560		Scott Stephens dba Pro-Tec Spr ay	01-9509		681.25	
			Serv			001.20	
	00447561	07/19/2024	State of California Department of Justice	01-9509		98.00	

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

Generated for Jodi Cortez (JCORTEZ), Jul 31 2024 8:04AM

ReqPay12a

Board Report

Checks Da	ated 07/01/20	24 through 07/31/2024	1			
Check Number	Check Date	Pay to the Order of	F	und-Object	Expensed Amount	Check Amount
00447562	07/19/2024	Verizon Wireless		01-9509		1,093.10
00447563	07/19/2024	Williams Hardware		01-9509		402.43
00447686	07/26/2024	Association of Bay Area Govern ments		01-5530	2,240.00	
				01-9509	5,979.00	8,219.00
00447687	07/26/2024	Buswest North		01-4300		4.20
00447688	07/26/2024	CDW Government Inc		01-4300	5,839.92	
				01-4400	2,063.63	7,903.55
00447689	07/26/2024	Dannis Woliver Kelley		01-5870		604.50
00447690	07/26/2024	FULCHER PAINT AND SUPPLY LLC		01-4300		554.66
00447691	07/26/2024	Gaynor Telesystems Inc		14-5600		83,097.82
00447692	07/26/2024	Liminex, Inc dba		01-5800		17,212.50
00447693	07/26/2024	Spurr		01-5530		886.59
00447694	07/26/2024	The Go North Collective		01-5600		12,000.00
00447695	07/26/2024	U.S. Postal Service		01-5800		188.00
00447696	07/26/2024	Voltage Specialists		01-5800		2,400.00
		Tota	I Number of Checks	49		556,639.22
		Fund Re	ecap			
	Fund	Description	Check Count	Exp	ensed Amount	
	01	General Fund/county Sch.srv.fd	46		335,931.43	
	14	Deferred Maintenance Fund	1		83,097.82	

Deferred Maintenance Fund183,097.82County School Facilities Fund2137,609.97Total Number of Checks49556,639.22Less Unpaid Tax Liability.00Net (Check Amount)556,639.22

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



35

Generated for Jodi Cortez (JCORTEZ), Jul 31 2024 8:04AM

8.3.1

Page 1 of 1

WILLIAMS ELEMENTARY AND UPPER ELEMENTARYSCHOOL

General Ledger Report Financial Report From Date: 6/1/2024 From Acct: Ť. To Date: 06/30/2024 June 2024 Activity Ledger 999999 To Acet: **Activity Accounts** Acct Account Name Beg. Bal. Recpt / JV Disb / JV Transfers End. Bal. **YTD Payables** Work Bal 100 Upper Elementary School \$9,706.75 \$0.00 \$0.00 \$0.00 \$9,706.75 \$9,706.75 \$0.00 200 4th grade \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 5th grade 210 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 6th grade 220 \$27,566.46 \$3,229.18 \$0.00 \$0.00 \$30,795.64 \$0.00 \$30,795.64 230 K-6 Playground \$1,154.30 \$0.00 \$0.00 \$0.00 \$1,154.30 \$0.00 \$1,154.30 Yearbook 240 \$1,028.41 \$670.00 \$0.00 \$0.00 \$1,698.41 \$0.00 \$1,698.41 Shady Creek 310 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Elementary Student Body 600 \$14,772.47 \$0,48 \$0.00 \$0.00 \$14,772.95 \$0.00 \$14,772.95 3rd grade 620 \$506.46 \$0.00 \$0.00 \$0.00 \$506.46 \$0.00 \$506.46 3rd grade Pioneers 630 \$83.09 \$0.00 \$0.00 \$0.00 \$0.00 \$83.09 \$83.09 Elementary Garden Fund 640 \$246.36 \$0.00 \$0.00 \$0.00 \$246.36 \$0.00 \$246.36 Elementary Library Club 650 \$94.13 \$0.00 \$0.00 \$0.00 \$94.13 \$0.00 \$94.13 \$0.00 **Activity Accounts Grand Total** \$55,158.43 \$3,899.66 \$0.00 \$59,058.09 \$0.00 \$59,058.09

GL Accounts

GL	Acct	Begin Bal	Recpt / JV	Disb / JV	Transfers	End Bal	YTD Payables	Work Bal
990	Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991	Cash On Hand	\$0.00	\$3,899.18	\$0.00	\$(3,899.18)	\$0.00	\$0.00	\$0.00
992	Checking	\$55,158.43	\$0.48	\$0.00	\$3,899.18	\$59,058.09	\$0.00	\$59,058.09
993	Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
994	Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	General Ledger Grand Total	\$55,158.43	\$3,899.66	\$0.00	\$0.00	\$59,058.09	\$0,00	\$59,058.09

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my

knowledge. Bookkeeper: Date Principal:, Date: 71

July 25, 2024

WILLIAMS ELEMENTARY AND UPPER BEIKERENTERYSCHOOL

Checking Account

992

Date to 06/30/2024

Date From 6/1/2024

	\$59,083.34	Ending Balance on Statement Dated: 06/30/2024
	\$0.00	Outstanding Deposits (Bank Deposits) -> +
	\$25.25	Less Outstanding Checks:
***	\$59,058.09	Cash Balance as of: 06/30/2024
	\$55,158.43	Cash Balance for Checking as of 6/1/2024
	\$3,899.66	Add: Total Deposits (Bank Deposits):
	\$0.00	Less: Total Checks and Withdrawals:
***	\$59,058.09	Computer Cash Balance as of : 06/30/2024

Summary of Asset Accounts

GI Acct	Account Name	Begin Bal	Recpt/JV	Disb/JV	Transfer	End Bal.
990	Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991	Cash On Hand	\$0.00	\$3,899.18	\$0.00	(\$3,899.18)	\$0.00
992	Checking	\$55,158.43	\$0.48	\$0.00	\$3,899.18	\$59,058.09 ***
993	Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
994	Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand T	otal	\$55,158.43	\$3,899.66	\$0.00	\$0.00	\$59,058.09

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my

vledge. Bookkeeper: Jowi X knowledge. Date Principal: Machella OVU Date: 71

*** Entries Must Match

WILLIAMS JR/SR HIGH SCHOOL

General Ledger Report

Fro	m Date: 6/1/2024		Fina	ncial Report			From Acct:	1
<u> </u>	To Date: 06/30/2024			e General Ledger vity Accounts			To Acct:	999999
.cct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Ba
	Volleyball	\$287,44	\$0.00	\$0.00	\$0.00	\$287.44	\$0.00	\$287.4
	Softball	\$211.73	\$0.00	\$0.00	\$0.00	\$211.73	\$0.00	\$211.
	Baseball	\$601.34	\$0.00	\$0.00	\$0.00	\$601.34	\$0.00	\$601.
	ASB	\$597.10	\$14.03	\$(1,438.00)	\$0.00	(\$826.87)	\$0.00	\$(826.
	FFA	\$10,202.21	\$23,428.00	\$0.00	\$0.00	\$33,630.21	\$0.00	\$33,630.
	Athletics	\$64,542.25	\$1,028.00	\$(8.04)	\$0.00	\$65,562.21	\$0.00	\$65,562.
	Sundial	\$1,459.62	\$130.00	\$(702.33)	\$0.00	\$887.29	\$0.00	\$887.
)	Anime Club	\$721.06	\$0.00	\$0.00	\$0.00	\$721.06	\$0.00	\$721.
l	Band	\$272.82	\$0.00	\$0.00	\$0.00	\$272.82	\$0.00	\$272.
2	Jr, High Yearbook	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
}	Golf	\$882.65	\$0.00	\$0.00	\$0.00	\$882.65	\$0.00	\$882.
1	In Memory of Ron Simmons	\$325.00	\$0.00	\$0.00	\$0.00	\$325.00	\$0.00	\$325.
5	Pep Squad	\$10,107.86	\$485.00	\$(4,430.05)	\$0.00	\$6,162.81	\$0.00	\$6,162.
7	Student Clearing	\$1,164.74	\$0.00	\$0.00	\$0.00	\$1,164.74	\$0.00	\$1,164
3	Football	\$4,610.19	\$0.00	\$0.00	\$0.00	\$4,610.19	\$0.00	\$4,610.
)	Shop Clearing	\$65.35	\$0.00	\$0.00	\$0.00	\$65.35	\$0.00	\$65.
)	Friday Night Live	\$4.93	\$0.00	\$0.00	\$0.00	\$4.93	\$0.00	\$4
2	Green House	\$1.48	\$0.00	\$0.00	\$0.00	\$1.48	\$0.00	\$1.
3	Varsity Sports Awards	\$327.76	\$0.00	\$0.00	\$0.00	\$327.76	\$0.00	\$327.
ļ	CSF	\$596.58	\$0.00	\$0.00	\$0.00	\$596.58	\$0.00	\$596
	MESA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
5	Savings Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
, 7	Admission Challenge	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800
3	CALSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
)	Running Club	\$956.94	\$0.00	\$0.00	\$0.00	\$956.94	\$0.00	\$956
, ,	Peer Council	\$1,300.09	\$0.00	\$0.00	\$0.00	\$1,300.09	\$0.00	\$1,300
5	MEChA	\$2,475.15	\$0.00	\$0.00	\$0.00	\$2,475.15	\$0.00	\$2,475
, 5	HS Girls Soccer	\$775.88	\$0.00	\$0.00	\$0.00	\$775.88	\$0.00	\$775
, 7	HS Boys Soccer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
3	Boys Basketball	\$3,002.85	\$0.00	\$0.00	\$0.00	\$3,002.85	\$0.00	\$3,002
))	Drama Club	\$89.45	\$0.00	\$0.00	\$0.00	\$89.45	\$0.00	\$89
)	FFA AG Loan	\$738.96	\$0.00	\$0.00	\$0.00	\$738.96	\$0.00	\$738
	Choir	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
2	FBLA	\$244.23	\$0.00	\$0.00	\$0.00	\$244.23	\$0.00	\$244
5	Mid Valley High School	\$335.14	\$0.00	\$0.00	\$0.00	\$335.14	\$0.00	\$335
, I	WHS Counseling Scholarshi	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00	\$0.00	\$375
r }	Art	\$1,080.45	\$0.00	\$0.00	\$0.00	\$1,080.45	\$0.00	\$1,080
•	LGBT/Straight Alliance Cl	\$1,080.45	\$0.00	\$0.00	\$0.00	\$1,229.84	\$0.00	\$1,229
)	Shellnut Scholarship Fdtn	\$18.30	\$0.00	\$0.00	\$0.00	\$18.30	\$0.00	\$18
)	Wrestling Club	\$642.82	\$0.00	\$0.00	\$0.00	\$642.82	\$0.00	\$642
-	Girls Basketball	\$829.38	\$0.00	\$0.00	\$0.00	\$829.38	\$0.00	\$829
	Garden Club	\$2,951.49	\$0.00	\$0.00	\$0.00	\$2,951.49	\$0.00	\$2,951
	Jr. High ASB	\$551.01	\$0.00	\$0.00	\$0.00	\$551.01	\$0.00	\$551
	Class of 2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	Jr. High FBLA		\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$171.12	\$0.00	\$171
} I	Jr. High Band	\$171.12	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$171.12	\$0.00	\$171
	Jr. High Athletics	\$21.72		\$0.00 \$0.00	\$0.00 \$0.00	\$21.72	\$0.00	\$56
	Jr. High MESA	\$56.25	\$0.00 \$0.00			\$0.00	\$0.00	\$30 \$0
) ,	-	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00		\$0.00 \$0.00	\$0 \$39
7	Jr. High 4.0 Club Class of 2026	\$39.77 \$1,178.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$39.77 \$1,178.00	\$0.00 \$0.00	\$39 \$1,178
3								

WILLIAMS JR/SR HIGH SCHOOL

Page	2	of 2
rage	4	01 4

			General	Ledger Report				
Fre	om Date: 6/1/2024		Fina	ncial Report			From Acct:	1
	To Date: 06/30/2024			e General Ledger			To Acct:	999999
				vity Accounts				
Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
80	Class of 2028	\$4,479.47	\$0.00	\$0.00	\$0.00	\$4,479.47	\$0.00	\$4,479.47
81	Class of 2023	\$2,510.68	\$0.00	\$0.00	\$0.00	\$2,510.68	\$0.00	\$2,510.68
82	Class of 2024	\$13.72	\$0.00	\$0.00	\$0.00	\$13.72	\$0.00	\$13.72
83	Class of 2025	\$8,849.25	\$0.00	\$0.00	\$0.00	\$8,849.25	\$0.00	\$8,849.25
	Activity Accounts Grand Total	\$134,567.07	\$25,085.03	\$(6,578.42)	\$0.00	\$153,073.68	\$0.00	\$153,073.68

GL Accounts

GL /	Acct	Begin Bal	Recpt / JV	Disb / JV	Transfers	End Bal	YTD Payables	Work Bal
990	Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991	Cash On Hand	\$0.00	\$25,082.50	\$0.00	\$(25,082.50)	\$0.00	\$0.00	\$0.00
992	Checking	\$113,000.82	\$1.02	\$(6,540.42)	\$25,082.50	\$131,543.92	\$0.00	\$131,543.92
993	CD Account Savings	\$7,039.75	\$0.00	\$0.00	\$0.00	\$7,039.75	\$0.00	\$7,039.75
994	Money Market Account	\$14,526.55	\$1.51	\$(38.00)	\$0.00	\$14,490.06	\$0.00	\$14,490.06
	General Ledger Grand Total	\$134,567.12	\$25,085.03	\$(6,578.42)	\$0.00	\$153,073.73	\$0.00	\$153,073.73

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Lamena Date: 7/18/24 Principal: Junu M Illun Date: 9/129/24

WILLIAMS JR/SR HIGH SCHOOL

Page 1 of 1

Bank Reconciliation Report Checking Account

992

Date From 6/1/2024 Date to 06/30/2024

Ending Balance on Statement Dated: 06/30/2024	\$138,674.84
Outstanding Deposits (Bank Deposits) -> +	\$2,569.50
Less Outstanding Checks:	\$9,700.42
Cash Balance as of: 06/30/2024	\$131,543.92 ***
Cash Balance for Checking as of 6/1/2024	\$113,000.82
Add: Total Deposits (Bank Deposits):	\$25,083.52
Less: Total Checks and Withdrawals:	(\$6,540.42)
Computer Cash Balance as of : 06/30/2024 ⁻	\$131,543.92 ***

Summary of Asset Accounts

GI Acct	Account Name	<u>Begin Bal</u>	<u>Recpt/JV</u>	Disb/JV	Transfer	<u>End Bal.</u>
990	Petty Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
991	Cash On Hand	\$0.00	\$25,082.50	\$0.00	(\$25,082.50)	\$0.00
992	Checking	\$113,000.82	\$1.02	(\$6,540.42)	\$25,082.50	\$131,543.92 ***
993	CD Account Savings	\$7,039.75	\$0.00	\$0.00	\$0.00	\$7,039.75
994	Money Market Account	\$14,526.55	\$1.51	(\$38.00)	\$0.00	\$14,490.06
Grand T	otal	\$134,567.12	\$25,085.03	(\$6,578.42)	\$0.00	\$153,073.73

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Colongeo Date: 7/18/24 Principal: 2006 A. Muun Date: 7/18/24

*** Entries Must Match



8.4.1 WILLIAMS UNIFIED SCHOOL DISTRICT

Sandra Ayón, Ed.D., Superintendent P.O. Box 7, 260 11th Street, Williams, California 95987 Phone 530-473-2550 Fax 530-473-5894 www.williamsusd.net

"Offering Choices to Strengthen Our Voices"

July 10, 2024

Wilmington Trust, N.A. Corporate Trust Department 650 Town Center Drive Suite 800 Costa Mesa, CA 92626

RE: Williams Unified School District COPs Series 2016

I wish to confirm the Williams Unified School District has budgeted the annual scheduled debt service payment of \$197,037.50 in our annual budget for the 2016 Capital Improvements Project COP. Furthermore, the District has sufficient assets to meet this and all other obligations in the fiscal year.

Please let me know if you have any questions.

By:

Title: Superintendent



WILLIAMS UNIFIED SCHOOL DISTRICT Sandra Ayón, Ed.D., Superintendent P.O. Box 7, 260 11th Street, Williams, California 95987 Phone 530-473-2550 Fax 530-473-5894 www.williamsusd.net

"Offering Choices to Strengthen Our Voices"

July 10, 2024

Wilmington Trust, N.A. Corporate Trust Department 650 Town Center Drive Suite 800 Costa Mesa, CA 92626

RE: Williams Unified School District COPs Series 2016

Pursuant to section 5.7 of the Lease Agreements dated as of April 1, 2016 relating to the above-referenced bond issue (the "Lease"), the District certifies that all insurance policies required under the Lease are in full force and effect.

By:

Title: Superintendent



WILLIAMS UNIFIED SCHOOL DISTRICT

Sandra Ayón, Ed.D., Superintendent P.O. Box 7, 260 11th Street, Williams, California 95987 Phone 530-473-2550 Fax 530-473-5894 www.williamsusd.net

"Offering Choices to Strengthen Our Voices"

July 10, 2024

Wilmington Trust, N.A. Corporate Trust Department 650 Town Center Drive Suite 800 Costa Mesa, CA 92626

RE: Williams Unified School District COP 2019 Capital Improvement Project

Pursuant to section 11.05 of the respective Trust Agreement dated July 1, 2019 for the above-referenced bond issue, the District Representative confirms that the District has made adequate provision in its annual budget for the payment of Lease Payments due under the Lease Agreement in the Fiscal Year covered by such budget. Lease Payments and Additional Payments due under the Lease Agreement have been included in the final budget of the District for the current Fiscal Year and satisfy the requirements specified under the Lease Agreement.

Bv:

Title: Superintendent



WILLIAMS UNIFIED SCHOOL DISTRICT

Sandra Ayón, Ed.D., Superintendent P.O. Box 7, 260 11th Street, Williams, California 95987 Phone 530-473-2550 Fax 530-473-5894 www.williamsusd.net

"Offering Choices to Strengthen Our Voices"

July 10, 2024

Wilmington Trust, N.A. Corporate Trust Department 650 Town Center Drive Suite 800 Costa Mesa, CA 92626

RE: Williams Unified School District COP 2019 Capital Improvement Project

Pursuant to section 5.7 of the Lease Agreement dated as of July 1, 2019 relating to the above-referenced bond issue, the District Representative certifies that all insurance policies required by provisions of section 5.3 through 5.7 of the Lease Agreement are in full force and effect and satisfy the requirements specified in the Lease Agreement.

By:

Title: Superintendent

845

Beacon Athletics 901 Deming Way, Suite 101 Madison, WI 53717

(800) 747-5985

Sold To: WILLIAMS UNIFIED SCHOOL DISTRICT 260 11TH ST WILLIAMS, CA 95987

BEACO ATHLETI

Order Date: 7/12/2024 Salesperson: BF Customer Number: 0037789 Project Mgr:

Order Number: 0368920

Ship To: ANGEL MENDEZ 260 11TH ST WILLIAMS UNIFIED SCHOOL DISTRICT WILLIAMS, CA 95987

Project name:

Customer P.O. Ship VIA F.O.B. Terms ECHO NET 30 **Special Instructions:** Unit Ordered Shipped Back Order Price Amount (USD) Item Number 115-405-119 EACH 2.0 0.0 0.0 28,299.0000 56,598.00

Quote

visit our website at beaconathletics.com

10 ROW, 31' BLEACHER W/AISLE & RISERS JW INDUSTRIES, 12 YEAR WARRANY MADE IN THE USA! IBC COMPLIANT-DOUBLE FOOT BOARD WITH RISERS. DOUBLE AISLE WITH HAND RAIL. 32'1" LONG X 19'5" DEEP X 11'4" HIGH(TOP OF FENCE)

ASSEMBLY REQUIRED. LOCAL BUILDING PERMITS ARE THE RESPONSIBILITY OF THE PURCHASER.

ENGRAVED SEAT PLANKS ARE AVAILABLE COLORED RISERS ARE AVAILABLE

COMMERCIAL DELIVERY CONTACT PERSON: PHONE:

LEAD TIME 1-5 WEEKS, CALL FOR A DELIVERY ESTIMATE.

WHAT SURFACE WILL THIS BE MOUNTED ON: (CONCRETE, ASPHALT, ETC ...)

Note: For orders without tax exemption certificates on file, sales tax will be charged, where	Net Order:	56,598.00
applicable, at the time of invoicing.	Discount	0.00
	Freight:	6,200.00
	Sales Tax:	5,180.84
	Order Total (USD):	67,978.84

Our promise to our customers...

-Prompt response to your inquiries from knowledgeable and courteous staff

-Quality products that meet your demanding requirements

-Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

1. PRICES; PAYMENT. The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement. Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

2. CUSTOM ORDERS. Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

3. CHANGES AND CANCELLATIONS. Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

4. DELIVERY. Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

5. INSPECTION FOR DAMAGES AND ACCEPTANCE. Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.

7. REMEDIES. In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



9. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

10. COPYRIGHTS AND LICENSES. Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

11. FORCE MAJEURE. Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

12. GOVERNING LAW. The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

13. ACCEPTANCE. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

14. MISCELLANEOUS. The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

BEACON ATHLETICS, LLC

By:	
Name:	
Title:	
Date:	

Buyer:
Williams Unified School District
. e e 1
By:
Name: Sandra Ayon, Ed. D.
Title: Superintendent
Date: 7/16/24



WILLIAMS UNIFIED SCHOOL DISTRICT

Sandra Ayón, Ed.D., Superintendent P.O. Box 7, 260 11th Street, Williams, California 95987 Phone 530-473-2550 Fax 530-473-5894 www.williamsusd.net

"Offering Choices to Strengthen Our Voices"

July 15, 2024

- TO: Roy J. Casey, Senior Associate
- FR: Sandra Ayón, Ed.D., Superintendent
- RE: Annual Review with Administration, Board Etiquette and Board Self-Evaluation

Williams Unified School District would like to work with EPI, LLC's Senior Associate, Roy Casey in the areas of a review and evaluation of the implementation of the Williams Unified School District plan for highly effective instructional strategies, Board Etiquette and Board Self-Evaluation. Please note the following schedule:

October 15 - 18, 2024 – Administrator Meeting; Walkthroughs with Principals and Superintendent; Board Training on Brown Act, Etiquette, Agreements, etc..

• <u>The training for the Board will be on October 17, 2024 before the regular Board meeting</u> starting at 5:00pm with the regular meeting starting at 6:30pm.

February 18 - 21, 2025 – Administrator Meeting; Walkthroughs with Principals and Superintendent; Board Self-Evaluation

• <u>The Board Self-Evaluation will be on February 20, 2025 before the regular Board</u> meeting starting at 5:30pm with the regular meeting starting at 6:00pm.

For the sum of \$15,000 we ask the associate to perform the work outlined above at the rate of \$1,500 per day (10) which includes one day of preparation for each Board Meeting and visit.

Respectfully submitted,

Sandra Ayón, Ed.D. Superintendent, Williams USD Positive Thinking = Positive Outcomes

MEMORANDUM OF UNDERSTANDING BETWEEN COLUSA COUNTY OFFICE OF EDUCATION (CCOE) and WILLIAMS UNIFIED SCHOOL DISTRICT (WUSD) FOR SERVICES OF THE EDUCATION PROGRAM AT S. WILLIAM ABEL ACADEMY (SWAA)

This Memorandum of Understanding (MOU) between the Williams Unified School District and the Colusa County Office of Education is for the purpose of documenting that the parties agree to work collaboratively to implement the education program at the CCOE- S. William Abel Academy.

The parties acknowledge per Welfare and Institutions Code Section 889 and Education Code Section 48645.2 that the County Superintendent of Schools and the County Board of Education are responsible for the administration and operation of public schools in SWAA.

Section 48960 of the California Education Code requires each County Superintendent of Schools, in conjunction with the superintendents of the school districts within the county, to develop a plan for providing educational services to all expelled pupils in that county.

The mutually developed goals and objectives outlined below are to be reviewed annually.

The Colusa County Office of Education (CCOE) will:

- Provide students with 240 minutes of daily instructional time during the 8:30 am-1:30 pm school day five days per week.
- Provide an Independent Study option at student and parent request.
- Provide instruction Monday-Friday excluding board-approved holidays.
- Provide instruction by credentialed teachers based on the California Standards for the Teaching Profession.
- Ensure that substitute teachers have appropriate materials and instructions to conduct class in the absence of the regularly assigned teacher.
- Provide standards-based instructional materials and instructional technology. CCOE will ensure policies regarding instructional materials, including instructional films, software, video, are followed.
- Monitor student behavior and use appropriate measures in the classroom to ensure the safety and welfare of students and staff per agreement.
- Identify youth with special needs (special education, 504 Plans, and English Language Development) and provide appropriate services to such youth.
- Provide referral to counseling services for students for social emotional issues on an as needed basis.
- Provide assistance for students in making a smooth transition back to their home school.
- Provide districts with progress reports, end of the year updates, and notification of a student's change in residence, termination from the program or completion of requirements for graduation.

- Provide the following services:
 - Multi-Tiered System of Support (MTSS)
 - Opportunity or Remediation/Tutoring during school hours
 - Individual Learning Plan (ILP) meetings
 - Public Transit Passes
 - Transportation to and from school
 - Nutritious breakfast & lunch while on campus as well as meals packaged for home when needed
 - Educational Fieldtrips (Virtual and in person if available)
 - Career Technical Education (CTE)
 - Community College Concurrent Enrollment
 - Parent Contacts and Home Visits when necessary
 - Collaboration with Colusa Behavioral Health
 - Collaboration with Colusa County District Attorney
 - Independent Study Program option
 - Collaboration with Colusa County Probation Department
 - Collaboration with Colusa County Sheriff's Department

The Williams Unified School District will:

- Contact CCOE when the student is being expelled from their district and plans on attending SWAA.
- Maintain continuous communication with the parent and student until enrollment.
- Complete the referral process prior to sending students to the (CCOE) S. William Abel Academy. Which includes the following documents:
 - a. Completed county referral form
 - b. CSIS Number (California Statewide Student Identifier Number)
 - c. Expulsion Rehabilitation Plan
 - d. Attendance and discipline information
 - e. Current transcript
 - f. Most recent assessment data (SBAC, ELPAC, etc.)
 - g. IEP/504 Plan (if applicable)
 - h. Inter District Transfer Agreement
- Forward Student records to CCOE- Ed Services within one week of student enrolling at SWAA.
- Agree that revenue generated by the student ADA while in attendance at the S. William Abel Academy constitute the source of funding for the school.
- Agree to transfer Local Control Funding Formula dollars generated by attendance to CCOE.
- In the event the costs of operating programs that have been requested by the districts should exceed revenue generated by ADA and associated funds, excess may be billed back to the districts based on their share of program use and upon agreement between districts and county office.

The Colusa County Office of Education and Williams Unified School District will:

- Collaborate to ensure the safety and security of youth, staff, and outside providers of services.
- Collaborate to encourage and motivate parents and legal guardians to attend required Individual Education Plans (I.E.P.) meetings and other mandated education-related meetings.
- Collaborate to ensure students upon serving their expulsion orders return to their district schools.
- Ensure that I.E.P.s are conducted or completed by federal and state timelines.
- Have on-site staff participate in on-site meetings as needed to (a) identify and implement ways to deliver the instructional program in a comprehensive, coordinated and collaborative manner, (b) make more effective use of the school day, (c) discuss student performance and achievement, and (d) provide information relevant to the needs of the instructional and correctional staff.
- Maintain communication regarding the success of the student and transition plans for students to return to their district schools.
- Work collaboratively with the Colusa County Probation Department to ensure open communication when probation students transfer to SWAA.

Dispute Resolution:

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by an independent arbitrator.

Agreement:

This MOU shall remain in effect until June 30, 2025, or until such time as it is amended or terminated by mutual agreement of CCOE and Williams Unified School District. These terms and conditions stated above are hereby agreed upon by the undersigned on the 14th day of August 2024.

Michael P. West Superintendent Colusa County Office of Education

Sandra Ayon District Superintendent Williams Unified School District

Tri-County Induction Program Contract for Services Between Sutter County Superintendent of Schools as the Local Educational Agency For the Tri-County Induction Program, Participating County Offices of Education, And

Participating Sutter County School Districts and Employing Agencies

A. General

This Contract for Services (the "Agreement") is between the Sutter County Superintendent of Schools (SCSOS), serving as the Local Education Agency (LEA) for the Tri-County Induction Program (TCIP), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this Agreement commences on July 1, 2024, and terminates on June 30, 2025.

B. Purpose

The purpose of the Agreement is to establish an agreement for services between the parties in assisting Candidates with meeting California credentialing requirements. TCIP will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including Multiple Subject Clear, Single Subject Clear, Education Specialist Clear, and Career Technical Education (CTE). Throughout this document, new teachers from all of the credential areas are referred to as "Candidate" and veteran teachers are referred to as "Mentor."

C. Eligibility

Eligible Candidates are those hired within the TCIP Regional Consortium, which includes but is not limited to Sutter, Colusa, and Yuba Counties. The following credential programs are available to Candidates within the consortium: **Clear Credential Program**: Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers in the process of applying for their preliminary California credential, and CTE Candidates.

D. LEA Responsibilities

- 1. Employ a Director whose primary duty is to oversee the TCIP program as well as employ support staff.
- 2. Provide sufficient and appropriate workspace for the Director, Coordinator, and Administrative Assistant.
- 3. Provide office support services for the consortium, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for TCIP activities.
- 4. Provide business and legal services required for TCIP implementation for the region.
- 5. Develop and establish procedures for TCIP evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
- 6. Provide a process for equitable distribution of mentoring, support, and credential services to Candidates and Mentors in all participating districts and COEs within the region.
- 7. Provide quarterly Advisory Board Meetings.
- 8. Share optional Professional Development opportunities for Candidates.
- 9. Provide required Mentor trainings throughout the year.
- 10. Assume overall fiscal responsibility for the administration of TCIP budget, including submission of yearend expenditure reports and any other documentation required by CCTC and/or CDE in relation to TCIP.

E. District/COE Responsibilities

 Appoint a liaison to work with TCIP. The liaison should be a designee authorized by the County and/or District Superintendents to fulfill the roles and responsibilities assigned to him or her. The liaison supports TCIP by providing ongoing updates, communication, and information to county office and/or district personnel.

- 2. Identify, and enroll within the first year of employment, all Candidates who are eligible for TCIP as described by state guidelines. This shall be a pre-condition to participation in the Clear Credential Program in accordance with state guidelines.
- 3. Assign a qualified Mentor to each eligible Candidate, within 30 days of enrollment in TCIP, who meets the Commission's identified criteria of a valid corresponding clear credential.
- 4. Notify TCIP regarding the Mentor match within the first 30 days of the Candidate's enrollment in the program.
- 5. Provide Candidate and Mentor release times to participate in required observations (2 days per year for both Candidate and Mentor). Provide all requisite substitute teachers to accommodate the Candidate and Mentor release times at district's cost.
- 6. Provide meeting and conference rooms at no charge to TCIP.
- 7. Provide and/or participate in program evaluation with administrative surveys, and CTC Accreditation.
- 8. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, and interpersonal and communication skills, and:
 - a. Knowledge of the context and the content area of the Candidate's teaching assignment;
 - b. A demonstrated commitment to professional learning, collaboration, and demonstrated best practices in adult learning;
 - c. Possess a clear teaching credential with a minimum of three years of highly effective teaching experience with exemplary administrator evaluations;
 - d. The ability, willingness, and flexibility to meet Candidate needs for support;
 - e. The ability to provide "just in time" support for Candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills each week for a minimum of a one hour one-on-one meetings;
 - f. A demonstrated ability to facilitate Candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction based on the CSTP;
 - g. The ability to connect Candidates with available resources to support their professional growth and accomplishment of the ILP;
 - h. The ability to weekly review the CSTP ILP goals and documentation of development/growth with Candidates and make adjustments as needed;
 - i. Are committed to attend all Mentor trainings;
 - j. Develop a sustained, thoughtful, and confidential collegial relationship with Candidates;
 - k. Display a willingness to work collaboratively with the TCIP staff and respond to survey requests by due dates;
 - I. The ability to use Mentoring instruments appropriately;
 - m. Demonstrate leadership skills, curriculum expertise, highly effective classroom management skills, and knowledge of site and district resources;
 - n. The ability to reflect on Mentoring practice and engage with mentoring peers in professional learning networks; and
 - o. serve as a role model for the teaching profession and Mentor for TCIP
- 9. Work with TCIP/LEA to ensure all Mentors are meeting the standards and expectations of performance as set forth above.

F. Other Terms and Conditions

- 1. As between the Parties hereto, it is understood and agreed that:
 - a. All products and materials developed by TCIP are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.
 - b. Candidate Employment Status: Candidates are and shall remain District employees for any and all purposes throughout the term of this agreement. Execution of this Agreement does not create, or expand, any employment relationship between TCIP/LEA and Candidate, nor create or expand any employer-employee obligations.

- c. Indemnification: District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District program participant or any of heirs, assigns, or agents, including but not limited to those actions arising out of the District's negligence, professional or non-professional, or arising out of injury or death suffered by any District employee program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA. The District assumes all financial (litigation) responsibilities stemming from any legal action brought against Tri- County Induction Program from an employee of said District.
- d. Maintenance of Licenses and Credentialing: Both LEA and the District agree to maintain and keep in good standing, and ensure all applicable employees, including but not limited to Candidate and Mentors, maintain and keep in good standing, all licenses, credentials, and memberships that are required and/or necessary for their job responsibilities and functions.
- e. LEA and District shall ensure that all employees whom they are responsible for under the terms of this Agreement have had their background check completed and have completed their Live Scan.
- f. Maintenance of records: District agrees to keep and maintain adequate and current written records in accordance with TCIP requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.
- g. Assignment: This agreement shall not be assigned by District. Any such assignment shall be null and void.
- h. Severability: The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this agreement shall continue in full force and effect without being impaired or invalidated in any way.
- i. Waiver: No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right. No waiver of any provision of this agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.
- j. Constructions and Governing Law: The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- k. Entire Agreement: This agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this agreement.
- 1. Third Parties: Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any right of subrogation or action over or against any of the parties hereto. This agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- m. Relationship of the Parties: No joint venture, partnership, agency, or employment relationship is created by this agreement. No party shall act as an agent or partner of any other party or make any commitments for or create any obligations of any other party except as provided herein without such other party's prior written consent.

n. Survival: The provisions of this agreement shall survive the expiration of the term and the termination of this agreement. Amendments and extensions to this MOU may be made only by written agreement signed by all parties.

G. Program Participation Options **NEED TO SELECT AN OPTION**

The district will select one of the following options-check next to either Option 1 or Option 2. Both Options require full participation in the Tri-County Induction Program (TCIP) by all participants.

- **Option 1:** District pays SCSOS \$2,210 per Candidate to select, hire, match and provide continuous training to its Mentors using the criteria as outlined above. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the Candidate, it is their responsibility to notify the Candidate upon hiring and collect all fees due. If the Candidate leaves the program during the year, the district will be responsible for reimbursing the cost to the Mentor on a prorated basis. It is the responsibility of the district to notify TCIP ASAP when a Candidate or Mentor leaves the program on a leave or permanent basis.
- XOption 2: The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request by credential type, same grade level or subject matter as Candidate.

H. Fiscal Responsibilities and Terms

- 1. SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program.
- The DISTRICT will assume financial responsibility of all Credential PROGRAM FEES for each Candidate enrolled in the Program. The Clear Credential Candidate Program Fee from Districts includes enrollment of one Candidate in one of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, Clear Education Specialist Credential, or Career Technical Education Preliminary/Clear Credential at the rate of \$1,600 per year.
- 3. If District has elected "Option 2" in section "G" above, the District shall distribute the funds to Mentors for compensation.

Authorized signatures below indicate understanding and acceptance of the terms of this Contract for Services.

Williams Unified School District Name of District or County Office of Education Sandra Ayón, Ed. D Printed Name/Title Signature **District Liaison:** ord Dwilliamsusdinet Koxanne Cranford, Business HR Tech Printed Name/Title Liaison's Email Addres

Sutter County Superintendent of Schools as LEA:

Tom Reusser/Superintendent Printed Name/Title

Signature

Date received at SCSOS

LECTRI



Estimate

P.O. Box 366 Live Oak, CA 95953

530-701-1342 INFO@BERRYELECTRICCO.COM WWW.BERRYELECTRICCO.COM

July 22, 2024

Williams High School – Fiber to Football Field 260 11th St Williams, CA 95987 Estimate # 24-07222024

Dear WUSD,

Berry Electric is pleased to present the following Estimate for the work to be performed at your facility in Williams, California.

Berry Electric will perform the following:

- Provide & install trenching & backfill approx.400', to install new 2" PVC, conduit from maintenance building with existing IDF to football field bathroom snack bar location where new IDF will be located.
- 2. Provide & install surface mounted conduit on exterior of maintenance building and snack bar to install fiber optic into each IDF cabinet.
- 3. Provide & install 700', 12 strand, SM fiber optic cable from existing IDF to new IDF location at football field.
- 4. Provide & install new, Cube IT, 36"x 30", 19U, IDF cabinet in snack bar at districts marked location.
- 5. Provide & install new fiber optic termination tray and patch panel at each IDF location. Connection type to be LC.
- 6. Provide & install new fiber optic termination and testing. Terminations to be type LC, Fusion weld connections.
- 7. Install district provided switch at new IDF location.
- 8. Provide & install 120 receptacle circuit to new IDF location at football field for equipment.
- 9. Provide misc. materials and labor to complete the electrical installation.
- 10. Price is based on work taking place during normal business hours, M-F.

Exclusions: *Unless listed Above

- 1. Permits, fees, & design drawings.
- 2. Concrete removal, replacement or installation.
- 3. Data conduit, wiring, or devices.
- 4. Network switches, WAP, AV Active Hardware, Patch Cables.
- 5. Document submittals.
- 6. Temp power or lighting.
- 7. Protection of our work in place.
- 8. Overtime or accelerated work schedule.
- 9. Job Site Security.
- 10. Additional work not included/listed above or changes in existing conditions due to plan/design changes, city/county influence.
- 11. Structural or seismic engineering.
- 12. Building permits or utility company fees.
- 13. Repairs or damages to unmarked/mismarked existing utilities.
- 14. Repair/damages to sheetrock, siding, wallboard, etc required to provide the electrical listed in the estimate.
- 15. Painting.

Materials = \$11,930.00

Labor = \$ 21,000.00

Total Estimate Price = \$32,930.00

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. Berry Electric is authorized to do the work as specified and we/I agree to pay for work specified above.

*This estimate may be withdrawn by (Berry Electric) if not accepted within <u>15</u> days. Upon acceptance a 45% deposit is required to be paid in full prior to any materials being ordered or work to be conducted.



Houghton Mifflin Harcourt

Proposal #009090923

Prepared For Williams Unified School Dist

260 11th St Williams CA 95987

Attention: Michelle Jorge mjorge@williams.k12.ca.us

For the Purchase of:

HMH Go Math CA K-3 2015 1 YR Future Ship Renewal

Future ship in 2025. TERM: 2025-2026

Prepared By Jill Kenny jill.kenny@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here: http://www.hmhco.com/common/terms-conditions

Coupon Code: PRODPB15

Attention: Michelle Jorge mjorge@williams.k12.ca.us Send <u>Orders</u> to: orders@hmhco.com FAX: 800-269-5232

Send <u>Check Payments</u> to: Houghton Mlfflin Harcourt Publishing Company 14046 Collections Center Drive Chicago, IL 60693

009090923 Sold:0000314429 Ship:0000314426

HMH Confidential and Proprietary

Page 1 of 6 Please submit th

Please submit this form with your purchase order

Proposal for Williams Unified School Dist

								Value of
	ISBN	Title		Price	Quantity	Value of all Materials	Value of Free Materials	Charged Materials
	<u>Grade K</u>							
		ase Student Materials						
1875138	9780358978749	Callfornia Go Math! Advanced Purchas Waggle Student Resource Package Mt Volume with 1 Year Digital Grade K		\$43.95	96	\$4,219.20	\$632,64	\$3,586.56
	Go Math! SBAC Go Math! Califo Go Math! Califo Personal Math Tr 2021 Waggle M Grades K-8	s: ual Mathboard Grade K C Test Prep Student Edition Grade K ornia Student Edition Multi-volume Grade ornia Online Interactive Student Edition (ir ainer) 1 Year Grade K 2015 fath Digital Student Resources Non CCS	ncludes					
1875152	Implementalion 9780358978817	California Go Math! Spanish Advanced Purchase 2025 Waggle Student Resou Package Multi-Volume with 1 Year Digi	rce	\$48.60	24	\$1,166.40	\$174.96	\$991.44
	Go Math! SBAC Go Math! Spani Grade K Go Malh! Spani (with Personal Ma		Edilion					
Т	Implementation	Success ed Purchase Student Materials		\$4,578.00				
A	dvanced Purcha	ase Teacher Materials						
1875475	1 Year Grade K 2 2021 Waggle M Year Grades K-8	s: rnia Online Teacher Digital Management 015 ath Digital Teacher Resources Non CCS	ement Center	\$199.15	4	\$796,60	\$796.60	
1875489	Management Cen 2021 Waggle M Year Grades K-8 Access to Teach	California Go Math! Spanish Advanced Purchase 2025 Waggle Online Teacher Management Center 1 Year Digital Gra cts in 2025 s: sh California Online Teacher Digital iter 1 Year Grade K 2015 iath Digital Teacher Resources Non CCS her's Corner	r Digital Ide K	\$218.60	1	\$218.60	\$218.60	
T.	otal for Advance	ed Purchase Teacher Materials		\$0.00				
Total fo	or Grade K			\$4,578.00				
A	<u>Grade 1</u> dvanced Purcha	ase Student Materials						
1875140	Go Math! SBAC Go Math! Califor Go Math! Califor		JIII- 1 2015	\$43.95	96	\$4,219.20	\$632.64	\$3,586.56
	oon Code: PROD		Atten Michelle mjorge@willia	Jorge		orde	nd <u>Orders</u> to: rs@hmhco.com : 800-269-5232	
Houg	l <u>Check Paymen</u> Ihton Mifflin Harco 6 Collections Cer	ourt Publishing Company	IMH Confidential		y			

14046 Collections Center Drive Chicago, IL 60693

009090923 Sold:0000314429 Ship:0000314426 Page 2 of 6

Please submit this form with your purchase order

Proposal for Williams Unified School Dist

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
	2021 Waggle M Grades K-8	Nath Digital Student Resources Non CCSS 1 Year					
1875154	Implementation 9780358978824		\$48.60	24	\$1,166.40	\$174.96	\$991.44
	Go Math! SBAC	cls in 2025					
	Grade 1 Go Math! Span (with Personal Ma 2021 Waggle M	ish California Online Interactive Student Edition ath Trainer) 1 Year Grade 1 2015 fath Digital Student Resources Non CCSS 1 Year					
-	Grades K-8 Implementation						
		ed Purchase Student Materials	\$4,578.00				
		ase Teacher Materials California Go Math! Advanced Purchase 2025	\$199.15	4	\$796.60	\$796.60	
1875476	Delivery of Produ Package Include Go Math! Califo 1 Year Grade 1 2	Waggle Online Teacher Digital Management Center 1 Year Digital Grade 1 cls in 2025 s: rria Online Teacher Digital Management Center 015	\$193.1 <i>5</i>	-4	\$150.00	\$150.00	
	2021 Waggle M Year Grades K-8	lath Digital Teacher Resources Non CCSS 1					
1875490	Access to Teac	her's Corner California Go Math! Spanish Advanced Purchase 2025 Waggle Online Teacher Digital Management Center 1 Year Digital Grade 1	\$218.60	١	\$218.60	\$218.60	
	Management Cer	cts in 2025					
	Year Grades K-8						
Т	Access to Teac otal for Advance	her's Corner ed Purchase Teacher Materials	\$0.00				
Total fo	or Grade 1	and the second	\$4,578.00				
	Grade 2	nn Student Materials					
		ase Student Materials	¢ 42.05	100	\$4 20E 00	\$650 00	\$2 725 00
1875142	9780358978763 Delivery of Produ	California Go Math! Advanced Purchase 2025 Waggle Student Resource Package Multi- Volume with 1 Year Digital Grade 2 dis In 2025	\$43.95	100	\$4,395.00	\$659,00	\$3,736.00

	Delivery of Products in 2025 Package Includes: Go Math! Bilingual Mathboard Grade 2 Go Math! SBAC Test Prep Student Edition Grade Go Math! Spanish California Multi-Volume Studer Grade 2 pon Code: PRODPB15 d Check Payments to:		rge		orde	end <u>Orders</u> lo: ers@hmhco.com {: 800-269-5232	
1875156	Purchase 2025 Waggle Student Package Multi-Volume with 1 Ye Grade 2	Grade 2 2015 ilion (includes n CCSS 1 Year vanced Resource	\$48.60	24	\$1,166.40	\$174.96	

14046 Collections Center Drive Chicago, IL 60693 009090923 Sold;00

\$991.44

Proposal for Williams Unified School Dist

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Charged Materials
	(with Personal Ma	sh California Online Interactive Student Edition th Trainer) 1 Year Grade 2 2015 ath Digital Student Resources Non CCSS 1 Year					
т	Implementation otal for Advance	Success d Purchase Student Materials	\$4,727.44				
Д	dvanced Purcha	se Teacher Materials					
875477		Callfornia Go Math! Advanced Purchase 2025 Waggle Online Teacher Digital Management Center 1 Year Digital Grade 2	\$199.15	4	\$796.60	\$796.60	
	1 Year Grade 2 20	s: rnia Online Teacher Digital Management Center)15 ath Digital Teacher Resources Non CCSS 1					
875491	9780358980742	California Go Math! Spanish Advanced Purchase 2025 Waggle Online Teacher Digital Management Center 1 Year Digital Grade 2	\$218.60	ĩ	\$218.60	\$218.60	
	Management Cen 2021 Waggle M Year Grades K-8	s: sh California Online Teacher Digital ter 1 Year Grade 2 2015 ath Digital Teacher Resources Non CCSS 1					
Т	Access to Teacl otal for Advance	ner's Corner d Purchase Teacher Materials	\$0.00				
fotal fo	or Grade 2		\$4,727.44				
	Grade 3						
		se Student Materials					
875144	9780358978770 Delivery of Produc	California Go Math! Advanced Purchase 2025 Waggle Student Resource Package Multi- Volume with 1 Year Digital Grade 3	\$43.95	90	\$3,955.50	\$593.10	\$3,362.40
	Package Includes Go Ma(h! Bilingi Go Ma(h! SBAC Go Ma(h! Califo Go Ma(h! Califo Personal Ma(h Tra	s: Ial Mathboard Grade 3 Test Prep Student Edition Grade 3 nia Student Edition Multi-volume Grade 3 2015 nia Online Interactive Student Edition (includes siner) 1 Year Grade 3 2015 ath Digital Student Resources Non CCSS 1 Year					
875158	9780358978848	California Go Math! Spanish Advanced Purchase 2025 Waggle Student Resource Package Multi-Volume with 1 Year Digitat Grade 3	\$48.60	24	\$1,166.40	\$174.96	\$991.44
	Go Math! SBAC Go Math! Spani Grade 3	:: Ial Mathboard Grade 3 Test Prep Studont Edition Grade 3 sh California Multi-Volume Student Edition Set					
	(with Personal Ma 2021 Waggle M Grades K-8	sh California Online Interactive Student Edition th Trainer) 1 Year Grade 3 2015 ath Digital Student Resources Non CCSS 1 Year					
т	Implementation otal for Advance	d Purchase Student Materials	\$4,353.84				
A	dvanced Purcha	se Teacher Materials					
875478	9780358980612 Delivery of Produc	California Go Math! Advanced Purchase 2025 Waggle Online Teacher Digital Management Center 1 Year Digital Grade 3 Is in 2025	\$199.15	4	\$796.60	\$796.60	
	Package Includes						
Coup	oon Code: PRODI		Attention: Michelle Jorge		orde	end <u>Orders</u> to: ers@hmhco.com	
Houg	d <u>Check Paymen</u> ghton Mifflin Harco 16 Collections Cer	ts to: ourt Publishing Company HMH Con	e@williams.k12.ca.us fldential and Proprietar	у	FA)	<: 800-269-5232	

Proposal for Williams Unified School Dist

I	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Go Malh! California Online Teacher Digital Management Center 1 Year Grade 3 2015 2021 Waggle Math Digital Teacher Resources Non CCSS 1 Year Grades K-8 Access to Teacher's Corner 1875492 9780358980759 California Go Math! Spanish Advanced Purchase 2025 Waggle Online Teacher Digital Management Center 1 Year Digital Grade 3 Delivery of Products in 2025 Package Includes: Go Math! Spanish California Online Teacher Digital Management Center 1 Year Grade 3 2015 2021 Waggle Math Digital Teacher Resources Non CCSS 1 Year Grades K-8 Access to Teacher's Corner Total for Advanced Purchase Teacher Materials		\$218.60 \$0.00	1	\$218.60	\$218.60		
Total fo	or Grade 3		\$4,353.84				
1768332	9780358242550 Participants will le direct instruction, j behind Waggle - a all learners lhat ur also gaining an un program. The goa	Drail Development Getting Started: Introduction to Waggle Math Live Online 2-Hour Grade K-8 arn the hows and whys of Waggle! Through participants will learn the driving philosophy n engaging, productive practice environment for lifies content and empowers teachers- while derstanding of the real-world application of the is to build deeper understanding and in implementing Waggle in their respective ents.	\$800.00	1	\$800.00	\$120.00	\$680.00
Total fo	or Professional	Development	\$680.00				

Total Savings:	\$7,398.02	
Subtotal Purchase Amount:	\$18,917.28	
Shipping & Handling:	\$2,553.22	
Sales Tax:	\$1,715.19	
Total Cost of Proposal (PO Amount):	\$23,185.69	

Coupon Code: PRODPB15

Attention: Michelle Jorge mjorge@williams.k12.ca.us

Send Orders to: orders@hmhco.com FAX: 800-269-5232

Send <u>Check Payments</u> to: Houghton Mifflin Harcourt Publishing Company 14046 Collections Center Drive Chicago, IL 60693

009090923

Sold:0000314429 Ship:0000314426

HMH Confidential and Proprietary Page 5 of 6

Total Cost of Proposal (PO Amount): \$23,185.69

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, highquality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- · Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Williams USD	Williams USD
260 11th St	
Williams, CA 95987	Williams, CA 95987-0007

- Please provide funding start and end dates.
- · Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 7/25/2024

Proposal Expiration Date: 11/22/2024

Houghton Mifflin Harcourt

Coupon Code: PRODPB15

Send <u>Check Payments</u> to: Houghton Mifflin Harcourt Publishing Company 14046 Collections Center Drive Chicago, IL 60693 Attention: Michelle Jorge mjorge@williams.k12.ca.us Send <u>Orders</u> to: orders@hmhco.com FAX: 800-269-5232

HMH Confidential and Proprietary

009090923

23 Sold:0000314429 Ship:0000314426

Page 6 of 6

Please submit this form with your purchase order

8.4.11

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard Version 1.0 (10.25.20)

Amador USD

and

Teachers' Curriculum Institute

06/27/2024

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between: Amador USD (the "**Local Education Agency**" or "**LEA**") located at 217 Rex Avenue Jackson, CA 95642 and Teachers' Curriculum Institute (the "**Provider**") located at 2440 W El Camino Real, Ste 400 Mtn View, CA 94040.

WHEREAS, the Provider is providing educational or digital services to LEA

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

- 1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
- Special Provisions. Check if Required
 ✓ If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.

✓ If checked, the Provider, has signed <u>Exhibit "E"</u> to the Standard Clauses, otherwise known as General Offer of Privacy Terms

- 3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
- 4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
- 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in <u>Exhibit "A"</u> (the "Services").
- 6. <u>Notices.</u> All notices or other communication required or permitted to be given hereunder may be given via email transmission, or first-class mail, sent to the designated representatives below.

LBT6QGQXA7DSK0KCC

The designated representative for the LEA for this DPA is:

Name: Sonya Backovich

Address: 217 Rex Avenue Jackson, CA 95642

Phone: 2092231750

The designated representative for the Provider for this DPA is:

Name: Amanda Crooks

Address: 2440 W El Camino Real, Ste 400 Mtn View, CA 94040

Phone: 8004976138

Email: info@teachtci.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Amador USD

By:

mm

Date: 06/27/2024

Printed Name: Sonya Backovich

Title/Position: Student Success Technician

PROVIDER: Teachers' Curriculum Institute

By:

Amanda Crocks

Printed Name: Amanda Crooks

Title/Position: Customer Success Content Specialist

Date: 06/10/2024

Email: sonya.backovich@acusd.org

Title: Student Success Technician

Title: Customer Success Content Specialist

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
- 2. <u>Student Data to Be Provided</u>. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as <u>Exhibit "B"</u>.
- <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. <u>Student Data Property of LEA</u>. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- 2. <u>Parent Access</u>. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. <u>Separate Account</u>. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student.
- 4. <u>Law Enforcement Requests</u>. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
- 5. <u>Subprocessors</u>. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

 Provide Data in Compliance with Applicable Laws. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and LBT6QGQXA7DSK0KCC regulations, all as may be amended from time to time.

- Annual Notification of Rights. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
- 3. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
- 4. <u>Unauthorized Access Notification</u>. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1. <u>Privacy Compliance</u>. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
- 2. <u>Authorized Use</u>. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
- 3. <u>Provider Employee Obligation</u>. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
- 4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
- 5. De-Identified Data: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
- 6. Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as <u>Exhibit "D</u>". If the LEA and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. <u>Advertising Limitations</u>. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, LBT6QGQXA7DSK0KCC

influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

- 1. <u>Data Storage</u>. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
- 2. <u>Audits</u>. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
- 3. Data Security. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
- 4. <u>Data Breach</u>. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data

LBT6QGQXA7DSK0KCC

breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **<u>Exhibit "E"</u>**), be bound by the terms of **<u>Exhibit "E"</u>** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- 1. <u>Termination</u>. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
- 2. <u>Effect of Termination Survival</u>. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
- 3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 4. Entire Agreement. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege.
- 5. <u>Severability</u>. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 6. <u>Governing Law; Venue and Jurisdiction</u>. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 7. <u>Successors Bound</u>. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business in the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
- 8. <u>Authority</u>. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
- 9. <u>Waiver</u>. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A" DESCRIPTION OF SERVICES

TCl provides online science and social studies curriculum to enable educators to engage students in a diverse classroom. Our K-12 curriculum and services are based on proven teacher strategies and practices that bring education to life in order to achieve consistent and positive classroom results. Our online tool includes lesson slides delivered in a presentation format, assessments, lesson games, online student text, and more to support learning. Our product line includes: Social Studies Alive!, History Alive!, Civics Alive!, Geography Alive!, Econ Alive!, Government Alive! and Bring Science Alive! Online access for teachers includes: -ready-to-use lesson slides -tips and tools for differentiating instruction, enhancing learning, and blended learning -pre-built, customizable assessments -a flexible grading system -ELA, citizenship, and current events toolkits and more Online access for students includes: -student text with rich reading support features -hands-on activity slides and notes -lesson games - vocabulary cards and more

Unless specified, and explicitly excluded below, this DPA covers access to and use of the all of Teachers' Curriculum Institute's Services, as well as any future services that Teachers' Curriculum Institute may offer. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Teachers' Curriculum Institute, its subsidiaries, and/or affiliates, except for those explicitly excluded below.

If applicable, any **EXCLUDED** services will be listed below and are therefore not covered by this DPA:

N/A

✓ I have completed Exhibit "A" and, if applicable, specified any excluded Services that are not covered under this DPA.

EXHIBIT "B" SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	1
vleta Data	Other application technology meta data - Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Please specify: TCI tests	<i>·</i>
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information - Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact	Address	
nformation	Email	
	Phone	
Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
		1

Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information - Please specify:	
Student Contact	Address	
Information	Email	
	Phone	
Student Identifiers		
oludent identillers	Local (School district) ID number State ID number	
	Provider/App assigned student ID number	
	Student app username	1
	Student app passwords	1
Student Name	First and/or Last	1
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	1
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	

Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall LBT6QGQXA7DSK0KCC

not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloudbased services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D" DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive.

- _____ Disposition is Complete. Disposition extends to all categories of data:
- 2. Nature of Disposition
 - _____ Disposition shall be by destruction or deletion of data.
 - Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:
- 3. <u>Schedule of Disposition</u> Data shall be disposed of by the following date:

_____As soon as commercially practicable.

_____ By specific date _____

- 4. Signature

Authorized Representative of LEA

Date

Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Amador USD ("Originating LEA") which is dated 06/10/2024, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

info@teachtci.com

PROVIDER: Teachers' Curriculum Institute BY:

Amanda Crooks

Date: 06/10/2024

Printed Name: Amanda Crooks

Title/Position: Customer Success Content Specialist

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Amador USD and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: Williams USD BY:

Sam

Date: 08/03/2024

Printed Name: Sandra Ayon School District Name: Williams USD Title/Position: Superintendent

Designated Representative of LEA: Name: Sandra Ayon Title: Superintendent Address: PO Box 7 260 11th Street Williams, CA 95987 Telephone Number: 5304732550 Email: sayon@williams.k12.ca.us

LBT6QGQXA7DSK0KCC

EXHIBIT "F" DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks 2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
1	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)
	Other framework information - Please spec	i ify:

Please visit http://www.edspex.org/ for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here.

<u>EXHIBIT "G"</u> Supplemental SDPC State Terms for California Version 1.0

This Amendment for SDPC State Terms for California ("Amendment") is entered into on the date of full execution (the "Effective Date") and is incorporated into and made a part of the Student Data Privacy Agreement ("DPA") by and between:

Amador USD, located at 217 Rex Avenue Jackson, CA 95642(the "Local Education Agency" or "LEA") and Teachers' Curriculum Institute, located at 2440 W EI Camino Real, Ste 400 Mtn View, CA 94040 (the "Provider"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20

U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("SOPIPA") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("AB 1584") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

- 1. <u>Term</u>. The term of this Amendment shall expire on the same date as the DPA, <u>unless otherwise terminated</u> by the Parties.
- 2. <u>Modification to Article IV, Section 7 of the DPA</u>. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Amador USD

By:

Ingh

Date: 06/27/2024

Printed Name: Sonya BackovichTitle/Position: Student Success Technician

Provider: Teachers' Curriculum Institute

By:

Amanda Crooks

Date: 06/10/2024

Printed Name: Amanda Crooks Title/Position: Customer Success Content Specialist

EXHIBIT "E" **GENERAL OFFER OF PRIVACY TERMS**

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Newman-Crows Landing USD

("Originating LEA") which is dated 08-28-2023 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed In the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E**" to Provider at the following email address:

tanja@academicinnovations.com

PROVIDER:		Academic Innov	ations		
BY:		Tauja Eassou		_Date:08-30-2023	
Printed Name:	T anja Eass on		Title/Position:	Vice President	

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Newman-Crows Landing USD**

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5, ** USD

LEAV	111	aı	ti s	

BY:	1	
	S (hon)	Date 08/03/2024
	preset and	her Sets Gar

_____ Title/PositionSuperintendent Printed NameSandra Ayon

SCHOOL DISTRICT NAMWilliams USD

DESIGNATED REPRESENTATIVE OF LEA:

Name:	Sandra Ayon
Title:	Superintendent
Address:	PO Box 7 260 11th Street Williams CA 95987
Telephone Number:	5304732550
Em ail:	sayon@williams.k12.ca.us

1190353v1



August 6, 2024

Angel Mendez

Facilities Williams unified schools 260 11th Street Williams, CA

Dear Mr. Mendez

Mesa Energy Systems, Inc., an EMCOR Company is pleased to submit the following scope of work to....:

• Remove and replace boys locker room 6 ton Trane unit due to age.

Scope of Work

- Remove and replace unit from roof on the boys locker room at the High School.
- Disconnect power and low voltage wiring, gas, ducting and condensate line.
- Use crane to pull unit off and set new unit.
- Dispose to EPA standards.
- Install new 6 -ton gas electric package unit to match the existing. The new unit will low leak economizer required by title 24.
- Tie into existing ducting and make new connections as necessary and seal.
- Tie into existing electrical and gas. Install new gas flex.
- Tie into existing condensate line.
- Perform a startup and verify system operations.
- Unit is in stock as of 8/6/24 economizer is 12 weeks out.
- Exclude:

Sincerely,

Jason Carrere

Cell: 5308706450 Office 5304587366

Customer Development

Email jcarrere@emcor.net

EMCOR Services / Mesa Energy Systems, Inc.

- Permits, fees, engineering.
- Anything not listed in the scope of work.

Customer Acceptance:

Signature:

Print Name: Sandra Ayón, Ed.D.

8.4.12

Title: Superintendent

Date:







Warranty:1 year on labor plus one (1) year on materials from the date of delivery unless
the manufacturer's warranty is for a shorter period in which case the shorter period will apply.
Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is
able to enforce liability against the manufacturer. Warranty excluded on existing system components,
permits and engineering.

Should upon performance of the above, it be noted that any additional labor and materials are required to place the equipment in proper operational order, you will be notified and your approval obtained prior to proceeding with any additional work. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal.

Please contact me at 530-870-6450 or email me at jcarrere@emcor.net should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.







Terms and Conditions:

This agreement (the "Agreement") is made between Williams unified schools (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **CUSTOMER** operating and maintaining systems/equipment. **CUSTOMER** will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. **CUSTOMER** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the *CUSTOMER* in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Service. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a *CUSTOMER's* request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.
- R. The **CUSTOMER** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. The CUSTOMER acknowledges and agrees that any purchase order issued by CUSTOMER, in accordance with this Agreement, is intended only to establish payment authority for CUSTOMER's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the CUSTOMER's purchase order will have any force or effect.







August 6, 2024

Angel Mendez Facilities Williams unified schools 260 11th street Williams, CA 95987

Dear Mr. Mendez

Mesa Energy Systems, Inc., an EMCOR Company is pleased to submit the following scope of work to.....: Install 3- ton mini split in the football snack bar building to cool the new IDF equipment. <u>Scope of Work</u>

- Purchase and install new 3- ton Fujitsu mini split for the snack bar at the football field.
- Set condenser on the roof and secure to Unistrut.
- Set fan coil on East wall to split the room in half.
- Install new breaker in the subpanel inside the snack bar and run power to the condenser.
- Install pelican thermostat and gateway to talk to the school pelican system.
- Drain the condensate out to the back of the building
- Exclude:
- Permits, fees, engineering.
- Anything not listed in the scope of work.
- Any existing unit problems.

EMCOR Services / Mesa Energy Systems, Inc.

Total Cost	19,875.00
------------	-----------

Sincerely,

Jason Carrere

Cell: 5308706450 Office 5304587366

Customer Development

Email jcarrere@emcor.net

Customer Acceptance:

Signature:

Print Name: Sandra Ayón, Ed.D.

Title: Superintendent

Date:





Quote #

8.4.13



Warranty: 1 year on labor plus one (1) year on materials from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Should upon performance of the above, it be noted that any additional labor and materials are required to place the equipment in proper operational order, you will be notified and your approval obtained prior to proceeding with any additional work. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal.

Please contact me at 530-870-6450 or email me at jcarrere@emcor.net should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.







Terms and Conditions:

This agreement (the "Agreement") is made between Williams unified schools (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **CUSTOMER** operating and maintaining systems/equipment. **CUSTOMER** will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. **CUSTOMER** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the *CUSTOMER* in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Service. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a *CUSTOMER's* request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.
- R. The **CUSTOMER** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. The CUSTOMER acknowledges and agrees that any purchase order issued by CUSTOMER, in accordance with this Agreement, is intended only to establish payment authority for CUSTOMER's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the CUSTOMER's purchase order will have any force or effect.
- T. This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to







perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.





Williams Unified School

District

Business Department 260 11th Street Williams, CA 95987 (530) 473-2550 FAX (530) 473-5894 SHIP TO: District Office 260 11th Street Williams, CA 95987

		IMPORTANT INSTRUCTIONS TO VENDOR
ORDERED FROM: JV's Custom Concrete PO Box 73 Colusa, CA 95932	FAX:	 Iternized INVOICES and enclose PACKING LIST with ALL shipments. Purchase order number must appear on packing slips, invoices, packages, and correspondence relating to this order. No deviation in PRICE or SUBSTITUTION permitted without notice and acceptance prior to shipment. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

ORDER LOCATION **VENDOR#** REQUISITIONER **REQUISITION #** 000 - District Office 005175/1 MOT R25-00197 DATE REQUIRED F.O.B. TERMS OF PAYMENT SHIP VIA BUYER RPQ # UNIT ITEM QTY DESCRIPTION UNIT COST **EXTENSION** 1 1 EACH Bleachers- Pad size is 30'x94', 4" concrete with fiber mesh and 58,000.00 \$58,000.00 3/8" rebar 2' on center, and 6" of compacted road base for subgrade. Order Sub-Total \$58,000.00 Sales Tax .00 Shipping .00 Adjustment .00 Order Total \$58,000.00 ACCOUNT DISTRIBUTION AMOUNT (004440) 01-0003-0-6170-1110-8500-000-0000-0315 \$58,000.00

Williams Unified School

District

Business Department 260 11th Street Williams, CA 95987 (530) 473-2550 FAX (530) 473-5894 SHIP TO: District Office 260 11th Street Williams, CA 95987

ORDERED FROM: FAX: Berry Electric Inc PO Box 415 Live Oak, CA 95953	 IMPORTANT INSTRUCTIONS TO VENDOR Itemized INVOICES and enclose PACKING LIST with ALL shipments. Purchase order number must appear on packing slips, invoices, packages, and correspondence relating to this order. No deviation in PRICE or SUBSTITUTION permitted without notice and acceptance prior to shipment. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
ORDER LOCATION	REQUISITIONER REQUISITION #

9 				Lisa Nilsen	REQUISITION # R25-00199
ED	F.O.B	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
UNIT		DESCRIPTION		UNIT COST	EXTENSION
1 1 EACH Fiber to the WJ	WJSHS Football Field	Sales Tax Shipping Adjustment	1	\$32,930.0 \$32,930.0 2,716.7 .0 .0	
				and the second s	\$35,646.
		ACCOUNT DISTRIBU	JTION	AMOUNT	
•	e ED UNIT	e F.O.B. UNIT EACH Fiber to the	ED F.O.B. TERMS OF PAYMENT UNIT DESCRIPTION EACH Fiber to the WJSHS Football Field ACCOUNT DISTRIBU	e ED F.O.B. TERMS OF PAYMENT SHIP VIA UNIT DESCRIPTION EACH Fiber to the WJSHS Football Field Order Sub-Sales Tax Shipping Adjustment	ED F.O.B. TERMS OF PAYMENT SHIP VIA BUYER UNIT DESCRIPTION UNIT COST EACH Fiber to the WJSHS Football Field Order Sub-Total Sales Tax Shipping Adjustment Order Total AMOUNT

075

BOARD AGENDA ITEM

DATE: August 15, 2024

ITEM NO. 8.8.1

TOPIC: SURPLUS OF DISTRICT VEHICLE

DESCRIPTION:

It is the intention of the Williams Unified School District to surplus the following district vehicle:

Category	VIN
2012 Toyota Tacoma	5TFNX4CN2CX010444

The vehicle was stolen from our campus and recovered approximately one month after. The vehicle suffered physical and mechanical damage during the theft. Due to a variety of safety reasons, the insurance has called it a total loss and it is the recommendation of our insurance company that the vehicle be salvaged.

Per Board Policy 3270, when the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

FISCAL IMPACT:

 Check from insurance
 \$15,068.82

 Check from salvage
 \$4,000.00

 Total
 \$19,068.82

RECOMMENDATION:

It is the staff's recommendation that the Board of Trustees approve the surplus of the Toyota Tacoma for salvage.

Sandra Ayón, Ed.D. Superintendent

Williams Jr/Sr High School Instructional Minutes 2024-2025

8.9.1

Block Day Schedule		Minutes	Early Release Monday		Minutes	Last Day of	School
Brown and Gold			Brown and Gold			1st Period	8:15 - 8:41
1st Period - 5th Period	8:15 - 9:45	90	1st Period	8:15 - 8:46	31	Passing	8:41 - 8:46
Late Breakfast	9:45 - 9:57 (12)	0	Passing	8:46 - 8:51	5	2nd Period	8:46 - 9:12
Passing	9:57 - 10:02	5	2nd Period	8:51 - 9:22	31	Passing	9:12 - 9:17
2nd Period - 6th Period	10:02 - 11:40	98	Late Breakfast	9:27 - 9:39 (12)	0	3rd Period	9:17 - 9:43
Lunch	11:40 - 12:10 (30)	0	Passing	9:39 - 9:44	5	Passing	9:43 - 9:48
Passing	12:10 - 12:15	5	3rd Period	9:44 - 10:15	31	4th Period	9:48 - 10:14
3rd Period - 7th Period	12:15 - 1:45	90	Passing	10:15 - 10:20	5	Break	10:14 - 10:37 (23)
Passing	1:45 - 1:50	5	4th Period	10:20 - 10:51	31	Passing	10:37 - 10:42
4th Period - 8th Period	1:50 - 3:20	90	Passing	10:51 - 10:56	5	5th Period	10:42 - 11:08
Total		383	Advisory	10:56 - 11:27	31	Passing	11:08 - 11:13
			Passing	11:27 - 11:32	5	6th Period	11:13 - 11:39
Semester Finals 1st and 2n	d		5th Period	11:32 - 12:04	32	Passing	11:39 - 11:43
Day 1/2/3/4			Lunch	12:04 - 12:39 (35)	0	7th Period	11:43 - 12:09
Period Exam	8:15 - 10:15	120	Passing	12:39 - 12:44	5	Passing	12:09 - 12:14
Break	10:15 - 10:35 (20)	0	6th Period	12:44 - 1:15	31	8th Period	12:14 - 12:40
Passing	10:35 - 10:40	5	Passing	1:15 - 1:20	5	Total	
Period Exam	10:40 - 12:40	120	7th Period	1:20 - 1:51	31		
Conference	12:40-3:30	0	Passing	1:51 - 1:56	5		
Total		245	8th Period	1:56 - 2:27	31		
			Staff Development	2:30 - 3:30 (60)	0		
Rally Schedule			Total		320		
1st Period - 5th Period	8:15 - 9:30	75					
Late Breakfast	9:30 - 9:42 (12)	0	First Day of School				
Passing	9:42 - 9:47	5	Advisory	8:15 - 9:10	55		
2nd Period - 6th Period	9:47 - 11:10	83	Passing	9:10 - 9:15	5		
Lunch	11:10 - 11:40 (30)	0	1st Period	9:15 - 9:46	31		
Passing	11:40 - 11:45	5	Passing	9:46 - 9:51	5		
3rd Period - 7th Period	11:45 - 1:00	75	2nd Period	9:51 - 10:22	31		
Passing	1:00 - 1:05	5	Late Breakfast	10:22 - 10:34 (12)	0		
4th Period - 8th Period	1:05 - 2:20	75	Passing	10:22 - 10:34 (12)	5		
RALLY	2:20 - 3:20	60	3rd Period	10:39 - 11:10	31		
	2.20 0.20	383	Passing	11:10 - 11:15	5		
			4th Period	11:15 - 11:46	31		
Assessment Schedule			Passing	11:46 - 11:51	5		
Assessment / Seminar	8:15-10:30	135	Advisory	11:51 - 12:22	31		
Break	10:30 - 10:50 (20)	0	Lunch	12:22 - 12:55 (33)	0		
1st Period - 5th Period	10:50 - 11:45	55	Passing	12:55 - 1:00	5		
Lunch	11:45 - 12:15 (30)	0	5th Period	1:00 - 1:31	31		
Passing	12:15 - 12:20	5	Passing	1:31 - 1:36	5		
2nd Period - 6th Period	12:20 - 1:15	55	6th Period	1:36 - 2:07	31		
Passing	1:15 - 1:20	5	Passing	2:07 - 2:12	5		
3rd Period - 7th Period	1:20 - 2:15	55	7th Period	2:12 - 2:43	31		
Passing	2:15 - 2:20	5	Passing	2:43 - 2:48	5		
4th Period - 8th Period	2:20 - 3:20	60	8th Period	2:43 - 2:48	31		
	2.20 - 0.20	375		2.40 - 3.13	379		
7th-12th Grade	Minutes	Days	Inst. Minutes	Required			
First Day of School	379	1					
Block Day / Rally Schedule	383		,				
Early Release Mondays	320		-1				
Finals 1st & 2nd Semester	245		-,				
Assessment Schedule	375		1,875				
Last Day of School Schedule	242	1	242				
				9th 12th	7th-8th		
Totals		180	65,887		54,000		
				1,087	11,887		

Mid Valley Continuation Williams Alternative Secondary Programs (WASP) 2024 2025

8.9.2

		2024-2	025
		Instructional	Minutes
Regular Day Schee	dule	<u>Minutes</u>	First
Brown and Gold T	ues - Friday		
1st Period	8:15 - 9:00	45	1st P
2nd Period	9:00 - 9:45	45	2nd I
Break	9:45 - 9:57 (12)	0	Late
Passing	9:57 - 10:02	5	Pass
3rd Period	10:02 - 10:49	47	3rd F
4th Period	10:49 - 11:40	51	4th P
Lunch	11:40 - 12:10 (30)	0	Lunc
Passing	12:10 - 12:15	5	Pass
5th Period	12:15 - 12:57	42	5th P
6th Period	12:57 - 1:45	48	6th F
Total		288	Tota

Early Release Monday Brown and Gold		<u>Minutes</u>
1st Period	8:15 - 8:51	36
2nd Period	8:51 - 9:27	36
Late Breakfast	9:27 - 9:39 (12)	0
Passing	9:39 - 9:44	5
3rd Period	9:44 - 10:20	36
4th Period	10:20 - 11:32	72
5th Period	11:32 - 12:04	32
Lunch	12:04 - 12:39	0
Passing	12:39 - 12:44	5
6th Period	12:44 - 1:15	31
Total		253

Minimum Day Schedule **Minutes**

1st Period	8:15 - 8:55	40
2nd Period	8:55 - 9:35	40
3rd Period	9:35 - 10:15	40
Break	10:15 - 10:35 (20)	0
Passing	10:35 - 10:40	5
4th Period	10:40 - 11:20	40
5th Period	11:20 - 12:00	40
6th Period	12:00 - 12:40	40
Total		245

WASP Totals	Minutes	Days		
Regular Days Tues- Fri	288	143	41,184	
First Day	312	1	312	
Early Release Mondays	253	28	7,084	
Minimum days	245	8	1,960	
	a .		<u>1=</u> 1	Total
Totals		180	50,540	_

First Day of S	chool	<u>Minutes</u>
1st Period	8:15 - 9:18	63
2nd Period	9:18 - 10:22	64
Late Breakfast	: 10:22 - 10:34 (12)	0
Passing	10:34 - 10:39	5
3rd Period	10:39 - 11:13	34
4th Period	11:13 - 12:22	69
Lunch	12:22 - 12:55 (35)	0
Passing	12:55 - 1:00	5
5th Period	1:00 - 1:36	36
6th Period	1:36 - 2:12	36
Total		312

Required Minutes					
Per day	days				
180	180				
Total	32400				

Board approved:

8.9.3

2024-25 Williams Upper Elementary School Instructional Minutes

4th Grade	Minutes:	4th Grade Minimum Day	Minutes:	Early Release Days	Minutes	Days(62)	
8:10 - 10:00	110	8:10 -10:50	160	8:10 - 10:00	110		
10:00 - 10:20 Nutrition/Recess (20)	0	10:50 - 11:10 Lunch (20)	0	10:00 - 10:20 Recess (20)	0		
10:20-12:20	120	11:10 - 12:40	90	10:20 - 12:20	120		
12:20-1:00 Lunch (40)	0	Total	250	12:20-1:00 Lunch (40)	0		
1:00-2:40	100			1:00-1:50	50		
Total	330			Total	280		
5th Grade	Minutes:	5th Grade Minimum Day	Minutes:	Instructional Minute Totals			
8:10-10:00	110	8:10 - 10:55	165	4th - 6th Grade	– Days	Minutes	Totals
10:00-10:20 Nutrition/Recess (20)	0	10:55-11:15 Lunch (20)	0	Regular Day	108	330	35640
10:20-12:20	120	11:15 - 12:40	85	Early Release Day	62	280	17360
12:20-1:00 Lunch (40)	0	Total	250	Minimum Day	10	250	2500
1:00-2:40	100						55,500
Total	330						
6th Grade	Minutes:	6th Grade Minimum Day	Minutes:				
8:10-10:00	110	8:10 - 11:00	170				
10:00-10:20 Nutrition/Recess (20)	0	11:00 - 11:20 Lunch (20)	0			Required	54,000
10:20-12:20	120	11:20 - 12:40	80				
12:20-1:00 Lunch (40)	0	Total	250				
1:00-2:40	100						
Total	330						

8.9.4

Williams Upper Elementary 4-6 2024-25 MASTER SCHEDULE

FOURTH GRADE		93 TOTAL STUDENTS
1. CALDWELL	ROOM 214	23 STUDENTS
2. CANO	ROOM 217	23 STUDENTS
3. SOLORIO	ROOM 213	23 STUDENTS
4. LEAL	ROOM218	24 STUDENTS
FIFTH GRADE		96 TOTAL STUDENTS
1. HERNANDEZ	ROOM 204	24 STUDENTS
2. ACEVES	ROOM 202	24 STUDENTS
3. THOMPSON	ROOM 201	24 STUDENTS
4. VACA	ROOM 203	24 STUDENTS
SIXTH GRADE		96 TOTAL STUDENTS
1. ESTRADA	ROOM 206	24 STUDENTS
2. MAGANA	ROOM 200	24 STUDENTS 24 STUDENTS
3. MARTINEZ	ROOM 203 ROOM 207	24 STUDENTS 24 STUDENTS
4. ROSS	ROOM 207 ROOM 208	24 STUDENTS 24 STUDENTS
4. KO33	KOOM 208	24 STUDENTS
SUPPORT STAFF		
1. HENDRICKS	3-4 SPED RSP	WUES 215
2. CHASTAIN	5-6 SPED RSP	WUES 216
3. IBARRA	3-6 MOD/SEV	WES 117
4. SJOLUND	CURRIC SUPPORT	WUES 254
5. CLARK	MUSIC	WUES 210
6. MYERS	COUNSELOR	WUES 256
7. BEATON	SLP	WES 120
8. JIMENEZ	ASES	WUES 212
9. RIVERA	CUSTODIAN	WUES
10. SALCEDO	SECRETARY	WUES OFFICE
11. VELAZQUEZ	CLERK	WUES OFFICE
12. RANGEL	2 ND STEP	WUES 212
13. VACANT	PARA	WUES
14. VELAZQUEZ	PARA	WUES
15. ROBINSON	SEAL	WES 116
16. STUIVENBERG	IT	WES 116
17. STEPHENS	PE	WUES 212

Updated 5-24-24

CSBA POLICY GUIDE SHEET July 2024

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0410 - Nondiscrimination in District Programs and Activities

Policy updated to reflect **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect **NEW LAW (SB 153, 2024)** which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to reflect **NEW FEDERAL REGULATIONS (89 Fed. Reg. 31320)** which include specified technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (2) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to clarify that the uniform complaint procedures should not be used to investigate and resolve employment discrimination complaints, and reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program. Additionally, regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require the Title IX notice of nondiscrimination on the basis of sex to be posted on the district's website and published in district handbooks, catalogs, announcements, bulletins, and application forms, and (3) provide that a complaint alleging sex discrimination, including sex-based harassment, may be oral or written.

Board Policy 4030 - Nondiscrimination in Employment

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 700, 2023) which prohibits the district from discriminating against an employee in termination, or any term or condition of employment, or otherwise penalizing a person, based on the person's use of cannabis when off the job or away from the workplace. In addition, policy updated to move material related to sex discrimination to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment in order to keep material related to sex discrimination and sex-based harassment together. Policy also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual.

Administrative Regulation 4030 - Nondiscrimination in Employment

Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require districts to provide a notice of nondiscrimination on the basis of sex, and (3) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees. Additionally, regulation updated to reflect remedies available for violation of the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act, the Pregnant Workers Fairness Act, and other provisions of state law.

Board Policy 4033 - Lactation Accommodation

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified, (2) provide that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect the Providing Urgent Maternal Protections (PUMP) for Nursing Mother Act which (1) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified, and (2) authorizes an employee to file a complaint with the Wage and Hour Division of the U.S. Department of Labor for violation of such act. In addition, policy updated to reflect the Pregnant Workers Fairness Act which (1) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation, as specified, and (2) authorizes an employee to file a complaint with the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the act.

Board Policy 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect **NEW LAW (AB 1955, 2024)** which prohibits a district, including a Governing Board member, from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. In addition, policy updated to reflect **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which (1) require districts to provide a notice of nondiscrimination on the basis of sex, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment.

Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

Regulation updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, regulation updated to emphasize that the district does not discriminate on the basis of sex in any of its programs or activities, prohibits such conduct, and complies with Title IX. In addition, regulation updated to include definitions of sex discrimination and sex-based harassment, and reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees, (3) require the district to retain for at least seven years the materials used to provide training required by Title IX and make the materials available to members of the public upon request, (4) require districts to provide a notice of nondiscrimination on the basis of sex, (5) require districts to take specified actions to prevent sex discrimination and sex-based harassment, and (6) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct.

Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which make extensive and significant changes to the title IX grievance procedures including that they (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require district's to follow "basic requirements" when implementing the Title IX grievance procedures. (3) modify the definition of a "complaint" and who may bring a complaint, (4) modify the Title IX Coordinator's responsibilities related to the initiation of a complaint when the alleged victim chooses to not bring a complaint, (5) modify the requirements related to the offering and coordination of supportive measures, (6) expand the requirements related to the dismissal of complaints, including the appeal of dismissals, (7) expand the requirements related to the informal resolution process, (8) amend requirements related to notice of allegations when a formal investigation is initiated by the district, (9) expand requirements related to the investigation procedures, (10) modify requirements related to the written decision, (11) alter the process for the appeal of the decision, (12) provide for extension of timelines, and (13) amend requirements for remedies, disciplinary actions, and record-keeping. Additionally, regulation updated to delete material defining sex-based harassment as the definitions for sex discrimination and sex-based harassment are contained within Administrative Regulation 4119.11 - Sex Discrimination and Sex-Based Harassment, and to delete material in regard to reporting of sex-based harassment as such material is contained within other related policies. Regulation also updated to add a section on Consolidation of Complaints, and material related to record-keeping requirements for complaints containing allegations of childhood sexual assault.

Exhibit(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Exhibit updated to reflect **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which amend the Title IX notice of nondiscrimination on the basis of sex.

Board Policy 5145.3 - Nondiscrimination/Harassment

Policy updated to reflect **NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474)** which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect **NEW LAW (AB 1165, 2023)** which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator.

Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to provide that the individual identified as the Compliance Officer for coordinating the district's efforts to comply with applicable state and federal laws and to answer inquires regarding the district's nondiscrimination policies be the same as the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment as the responsible employee to handle complaints alleging unlawful sex discrimination and sex-based harassment. Additionally, regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require the Title IX notice of nondiscrimination on the basis of sex to be posted on the district's website and published in district handbooks, catalogs, announcements, bulletins, and application forms, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. In addition, regulation updated to reflect NEW LAW (AB 1327, 2023) which requires a district that participates in the California Interscholastic Federation to post on its website the California Department of Education's (CDE) standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district. Regulation also updated to reflect NEW LAW (SB 153, 2024) which requires a district that serves students in any of grades 7-12 to provide certificated school employees information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying, and NEW LAW (AB 5, 2023) which requires a district that serves students in any of grades 7-12, starting in the 2025-26 school year, to provide at least one hour of training annually to all teachers and certificated employees which incorporates CDE's online training curriculum to support LGBTO+ cultural competency. Additionally, regulation updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual, and to move the section "Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students," to Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment in order to keep related material together.

Board Policy 5145.7 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX. including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment (5) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees, and (6) require specified records to be maintained for seven years. In addition, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. Policy also updated to (1) provide that employees are required to report incidents of prohibited discrimination within one workday. which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual, and (2) delete material related to requirements for posting and publishing the district's sexual harassment policy which are located in Administrative Regulation 5145.3 – Nondiscrimination/Harassment, and the accompanying administrative regulation by reference.

Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment

Regulation updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, regulation updated to emphasize that the district does not discriminate on the basis of sex in any of its programs or activities, prohibits such conduct, and complies with Title IX. In addition, regulation updated to include definitions of sex discrimination and sex-based harassment, and reflect NEW FEDERAL **REGULATIONS (89 Fed. Reg. 33474)** which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (3) provide that a district (a) may not exclude a student from participation in, deny a student the benefits of, or otherwise subject a student to discrimination on the basis of sex in any education program or activity. (b) that in the limited circumstances in which different treatment or separation on the basis of sex is permitted, a district may not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a student to more than de minimis harm, and (c) that preventing a student from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex. Regulation also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual. Additionally, regulation updated to (1) include material formerly in Administrative Regulation 5145.3 - Nondiscrimination/Harassment related to issues that are unique to intersex, nonbinary, transgender,

and gender nonconforming students, (2) reflect NEW LAW (AB 1955, 2024) which clarifies that under existing law a district, including a Governing Board member, may not require an employee or contractor to disclose any information related to a student's sexual orientation, gender identity, or gender expression to any other person, or enact or enforce any policy, rule, or administrative regulation that would require the same, without the student's consent unless otherwise required by state or federal law, and (3) reflect NEW LAW (SB 760, 2023) which requires, beginning July 1, 2026, each school with more than one female student restroom and more than one male student restroom to provide and maintain at least one all-gender restroom for student use that meets the requirements of law.

Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which make extensive and significant changes to the title IX grievance procedures including that they (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. (2) require district's to follow "basic requirements" when implementing the Title IX grievance procedures, (3) modify the definition of a "complaint" and who may bring a complaint, (4) modify the Title IX Coordinator's responsibilities related to the initiation of a complaint when the alleged victim chooses to not bring a complaint, (5) modify the requirements related to the offering and coordination of supportive measures, (6) expand the requirements related to the dismissal of complaints, including the appeal of dismissals, (7) expand the requirements related to the informal resolution process, (8) amend requirements related to notice of allegations when a formal investigation is initiated by the district, (9) expand requirements related to the investigation procedures, (10) modify requirements related to the written decision, (11) alter the process for the appeal of the decision, (12) provide for extension of timelines, and (13) amend requirements for remedies, disciplinary actions, and record-keeping. Additionally, regulation updated to delete material defining sex-based harassment as the definitions for sex discrimination and sex-based harassment are contained within Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment, and to delete material in regard to reporting of sex-based harassment as such material is contained within other related policies. Regulation also updated to add a section on Consolidation of Complaints, and material related to record-keeping requirements for complaints containing allegations of childhood sexual assault.

Exhibit(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Exhibit updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which amend the Title IX notice of nondiscrimination on the basis of sex.

Board Policy 5146 - Married/Pregnant/Parenting Students

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) provide that a student's current, potential, or past pregnancy, childbirth, termination of pregnancy or lactation, and related medical conditions and recovery, as well as a student's current, potential, or past parental, family, or marital status are protected from discrimination pursuant to Title IX and its implementing regulations, (2) require an employee, when a student or a person who has a legal right to act on behalf of a student informs any employee of the student's pregnancy or related conditions, to provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity, (3) require the district to provide the district's notice of nondiscrimination on the basis of sex and take specified actions once notified of a student's pregnancy or related conditions, (4) prohibit the district from requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is (a) necessary for participation in the class, program, or extracurricular activity, (b) the district requires such certification of all participating students, and (c) the information obtained is not used as a basis for sex discrimination, (5) require the district to allow a student who is pregnant or who has related conditions to voluntarily take a leave of absence to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider, and, if the district has a leave policy that allows for a greater

period of time than the medically necessary period and the student qualifies for leave under such policy, to permit the student to take leave under that policy, (6) require the district to reinstate a student who has returned to school after taking parental leave to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began, (7) require the district to provide reasonable accommodations for students who are pregnant or parenting, or have related conditions, as specified, (8) require the district to provide a student who is lactating with access to a lactation space, as specified, and (9) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct.

AGREEMENT

 THIS AGREEMENT is made this _______ day of ______ day of ______ day of _______ in the County of Colusa, State of Californa, by and between the Williams Unified School District (the "District") and _______ George Roofing ______ (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. District is contracting for the <u>Williams High School - ²⁰²⁴</u> Roofing ("Project").

B. Contractor has been selected as the lowest responsible and responsive bidder for the Project.

C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Williams High School - 2024 Roofing Project

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

ARTICLE 2 - TIME FOR COMPLETION. The Contractor shall mobilize and commence work on the Project after ______, 2024 and complete all work by ______, 2024 (90 Calendar Days). Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified and in accordance with the schedule for the Project developed by the District, if applicable. Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, as determined on a per project basis by issuance of Purchase Order(s) against the Contract. Payment and performance bonds are to be issued each in the amount of

Five Hundred Forty-One Thousand Seven Hundred Sixteen & 00/100 Dollars

<u>(\$ 541,716.00</u>), one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Bid Package

Bid Form and Proposal, as accepted Supplemental Bid Conditions

Bid Bond

Designated Subcontractors List

Contractor's Certificate Regarding Workers" Compensation

Non-Collusion Affidavit

Drawings and Specifications

Addends Nos. none , ____, ___, as issued

Affidavit of Public Works Compliance Performance Bond (provided upon acceptance) Payment Bond (provided upon acceptance)

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

ARTICLE 5 – CONTRACTOR'S LICENSE. The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

ARTICLE 6 – ENTIRE AGREEMENT. The Contract, which consists of all of the documents listed in Article 4 above, constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE 7 – EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

Agreement

ARTICLE 8 – **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 9 – BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

ARTICLE 10 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Colusa, subject to transfer of venue under applicable State law.

ARTICLE 11 – AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District's Board of Trustees.

ARTICLE 12 – **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the District.

ARTICLE 13 – WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE 14 – PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 15 – AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of Page Intentionally Left Blank]

Williams Unified School District

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

CONTRACTOR:

DISTRICT:

Don C George Inc. dba George Roofing

License No. 452266 Exp. 02/28/2026

By

Sandra Ayón, ED. D - Superintendent

Governing Board Date:_____

Agenda Item No.



(Corporate Seal)

[END OF DOCUMENT]

By____

Williams Unified School District

Daniel DeLany, Corporate Secretary

Bid Instructions and Conditions

Bid Package

Williams High School - 2024 Roofing Project

The bidding documents include the Notice to Bidders, Bid Instructions/ Conditions, Specifications, Noncollusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form.

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: "BID FOR RESTORATION ROOFING". Bids must be returned to the Williams Unified School District Attention Sandra Ayon located at 260 11th St, Williams, CA 95987 by 1:00 PM July 26nd, 2024. Time and date must be entered on the envelope and initialed by an office employee. The bids will be opened publicly and read aloud.

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected **as non-responsive**.

3. Preparation of Bid Form

The owner invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A"

4. Bid Bond

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects to enter into said contract after being requested to do so within ten calendar days of the Board's determination that the bidder is the lowest, responsive bidder. See Exhibit "B"

5. Subcontractor's List

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. Federal Immigration and Control Act of 1986 ("IRCA")

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. Prevailing Wages

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the Owner, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. Bid Security

Each bid shall be accompanied by a certified or cashier's check payable to the owner or a satisfactory bid bond in favor of owner executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. Faxed and Electronic Mail Bids

All bids must be under sealed cover. Owner will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

10. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

11. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

12. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

13. Examination of Site and Contract Documents

Each bidder shall visit the site of the proposed work and fully acquaint himself, herself, or itself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

14. Withdrawal of Bids

Unless required by law, no bidder may withdraw his bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

15. Agreements and Bonds

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The

required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the Owner is legally permitted to establish and which it has established. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the Owner is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent low bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.

2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.

3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined nonresponsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected."

16. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he, she, or it may submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. Owner shall immediately send a hard copy via regular mail or overnight delivery, at the option of Owner. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

18. Award of Contract

The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsible bidder therefore.

19. Determination of Lowest Responsible Bidder

A local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

(e) Nothing in this section shall preclude the prequalification of subcontractors.

20. Evidence of Responsibility

Upon the request of the Owner, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Owner satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the Owner, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The Owner may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

21. Listing Subcontractors

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The Owner may in its discretion, reject the bid as non-responsive. See Exhibit "C"

22. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents. See Exhibit "D"

23. Non-Collusion Affidavit

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder's failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit "E"

24. Substitution of Security/Retention of Funds

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit "E"

25. Contractor's License

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. Assignment of Antitrust and Unfair Business Practices Claims in Public Works Contracts

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action

it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27. Assignment of Antitrust and Unfair Business Practices Claims in Public Purchasing Contracts

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28. Storm Water Permit for Construction Activity

Where applicable to the work of this contract, Owner shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from Owner prior to bidding on this contract. Owner shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. Ethics in Bidding

The Owner expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The Owner will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400 "prior to the award of the contract", Owner must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the Owner's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE OWNER OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

31. Fingerprinting

By law it is the Cities responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Owner considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the special conditions.

32. Liquidated Damages

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

GEORGE ROOFING

Exhibit A

BID FORM

Williams Unified School District acting by and through its Governing Board, herein called the "The Owner":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with Williams High School - 2024 Roofing Project all in strict conformity with the drawings and specifications and other contract submits the following bid:

```
Roof Areas "A"$345,492.00Roof Area "B"$196,224.00
```

Base Bid

Five Hundred Forty-One Thousand Seven Hundred Sixteen & 00/100 Dollars (\$______541,716.00__)

Wood repair provided at an additional cost of \$25/square foot

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: ______20__%

Time for Completion: The Contractor must complete the contracted work within _____

_____ninety____ (___90___) days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

Supplemental Bid Conditions:

1. The Owner reserves the right to reject this bid.

2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.

4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.

5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.

6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.

7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

Supplemental Matters

- 1. The required bid security is attached hereto.
- 2. Non-collusion affidavit is attached hereto.
- 3. The required list of proposed subcontractors is attached hereto.

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.

5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid:

DON C GEORGE INC. dba GEORGE ROOFING				
DON GEORGE				
GUY BURNS	Title: V-PRESIDENT			
DAN DELANY	Title:SEC./TREAS.			
	Title:			
	Title:			

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. $\frac{452266}{2}$, Expiration Date $\frac{2/28/26}{2}$, class of license B,C20,C39,C43

I/We, the <u>CORP. SECRETARY</u> of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this <u>26th</u> day of <u>JULY</u>, 2024 at <u>BUTTE</u> County, California.

Proper Name of Bidder DON C GEORGE INC. dba GEORGE ROOFING

Title CORP. SECRETARY

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

By ______

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: ___6810 LINCOLN BLVD, OROVILLE CA 95966

Place of Residence: 995 KILAGA SPRINGS RD, LINCOLN CA 95648

Telephone: (530) 693-1773

CONTRACTORS STATE LICENSE BOARD NO.: 452266

CLASSIFICATION: B,C20,C39,C43

Exhibit **B**

BID BOND SEE ATTACHED....

KNOW ALL MEN BY THESE PRESEN	ITS: THAT we,	
as Principal, and		, as Surety, are held and firmly
bound unto the		, hereinafter called the Owner, in
the penal sum of	PERCENT (%) OF THE TOTAL AMOUNT OF
THE BID of the Principal submitted	l to the said Owner for the w	ork described below for the payment of
which sum in lawful money of the	United States, well and truly	to be made, we bind ourselves, our heirs
executors, administrators, success	ors and assigns, jointly and s	everally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated

__, 20____ for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Owner in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses. IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ______ day of ______, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL_____

÷

Ву:_____

Title:_____

SURETY:_____

Ву:_____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Exhibit C

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of onehalf of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of onehalf of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of onehalf of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of onehalf of one percent of the prime contractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name

NONE	

By 20 DAN DELANY, CORP. SECRETARY

Proper Name of Bidder DON C GEORGE INC. dba GEORGE ROOFING

Appendix D

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

DON C GEORGE INC. dba GEORGE ROOFING

Proper Name of the Contractor

keta, By:

DAN DELANY, CORP. SECRETARY

Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract_)

Appendix E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California) sis

County of COLUSA

DANIEL DELANY, Being first duly sworn, deposes

and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 07/26/2024

Signature: Can letay



Williams Unified School District

PRIME CONTRACTOR AFFIDAVIT OF PUBLIC WORKS COMPLIANCE

Certification of Compliance with Prevailing Wage Laws

I,	Daniel DeLany	As Corp. Secretary of	Don C George Inc. dba George Roofing
	(NAME)		(COMPANY)

I hereby, certify under penalty of perjury:

- 1) That I am the Official Representative of the above-named company and therefore responsible for compliance with the Public Works laws on this project.
- 2) That as Owner of this company, I was informed of the California Public Works laws and was given the information and forms to complete the project in compliance with these laws at the beginning of the project.
- 3) That the determinations and classifications published by the State of California DLSR have been used to bid the wages on this project by my company and my subcontractors' companies.
- 4) That all workers who performed labor on the project will be paid all prevailing wages as listed in the applicable determinations due to them in the course of the work as listed on their timecards, including fringe benefits.
- 5) That all training fees, if applicable, to the trade in which they are employed will be paid to the appropriate, approved fund.
- 6) That all workers listed as apprentices will be registered, state Apprentices and furnish a certificate of registration.

Title: Corporate Secretary

las Date: Signature:

Project: Williams High School - 2024 Roofing Project

Basics: Teachers, Instructional Materials, Facilities

This measure addresses the percentage of appropriately assigned teachers; students' access to curriculum-aligned instructional materials; and safe, clean and functional school facilities.

As applicable, 100% of all school sites promptly address any complaints or other deficiencies identified throughout the academic year and provide information annually on progress meeting this standard to the local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Appropriately Assigned Teachers

LEA	65.1	87.8%	Above	
County	235.98	83.9%	Below	
Statewide	279,044.88	84%	n/a	

For additional information about appropriately assigned teachers at schools within this local educational agency, please visit the Dataquest Teaching Assignment with School Data report at https://dq.cde.ca.gov/dataquest/DQCensus/TchAssgnOutcomeLevels.aspx?a gglevel=District&cds=0661622000000&year=2021-22.

Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home 0

Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies) 0

Parent and Family Engagement

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

View More Information

Local Climate Survey

This measure addresses information regarding the school environment based on a local climate survey administered every other year on the topics of school safety and connectedness.

View More Information



DataQuest Home / Teaching Assignment Monitoring Outcomes by FTE

2021-22 Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)

Williams Unified Report (06-61622) Disaggregated by School

- + <u>Report Description</u>
- + Report Glossary

+ Report Options and Filters

Filters Enabled:

School Type: Non-Charter Reset Filters

<u>Name</u>	<u>Total</u> <u>Teaching</u> <u>FTE</u>	<u>Clear</u>	<u>Out-of-</u> <u>Field</u>	Intern	Ineffective	Incomplete	<u>Unknown</u>	<u>N/A</u>
Mid Valley High (Continuation)	1.0	36.6%	63.4%	0.0%	0.0%	0.0%	0.0%	0.0%
<u>Williams</u> Junior/Senior High	30.1	82.3%	5.1%	3.3%	4.4%	2.6%	2.3%	0.0%
Williams Primary Elementary	20.5	95.1%	0.0%	4.9%	0.0%	0.0%	0.0%	0.0%
Williams Upper Elementary	13.5	92.6%	0.0%	7.4%	0.0%	0.0%	0.0%	0.0%

Report Totals

Name	Total Teaching FTE	Clear	Out-of- Field	Intern	Ineffective	Incomplete	Unknown	N/A
Williams Unified	65.1	87.8%	3.3%	4.6%	2.0%	1.2%	1.0%	0.0%
Colusa	236.0	83.9%	4.1%	3.8%	2.5%	4.9%	0.9%	0.0%
Statewide	246,966.4	85.8%	3.0%	1.6%	3.8%	5.4%	0.3%	0.1%

Note: Data for classroom-based teaching assignments taught by teachers without a Statewide Education Identifier (SEID) are not included in the Teacher Assignment Monitoring Outcome (AMO) by Full-Time Equivalency (FTE) report. Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission. Due to rounding error, partial FTE counts by AMO may not sum exactly to the Total FTE displayed in the report for the selected reporting level and filters. For more information about this report, including data sources and timelines, data uses, downloadable files, and a description of the methodology and business rules for processing the data, please visit the <u>CDE Information about the Teaching Assignment Monitoring Outcome Report</u> webpage.

* Charter school data are removed by default from all district-level reports, including the associated state and county Report Totals. To include charter school data in district-level reports, select the "Reset Filters" button on district-level reports to show data for "All Schools" OR select the desired School Type filter from within the expandable Report Filters menu on the desired DataQuest report.

** Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve "high-risk" student populations. More information about alternative school accountability can be found on the <u>CDE Dashboard</u> <u>Alternative School Status (DASS)</u> webpage.