

WILLITS UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

Regular Meeting

A regular meeting of the Willits Unified School District Board of Education will be held on **Wednesday, January 13, 2021**. The Board of Education will call the meeting to order at **5 p.m.** via Zoom:
<https://us04web.zoom.us/j/9782489039?pwd=V0U2cUtHZUMzQk5xR3d5Vy9wT1JkZz09>

You may also view the meeting at: <https://www.youtube.com/channel/UCm14iSqMtl-7TKLnLP5NkFQ>

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC:

As per Executive Order N-29-20 from Governor Newsom, the Willits Unified School District Board of Education meeting scheduled for Wednesday, January 13, 2021, at 5:00 p.m. will be in a virtual/teleconferencing environment using Zoom at this link:

The purpose of the Governor's executive order is to control the spread of Coronavirus (COVID-19) and to reduce and minimize the risk of infection by "limiting attendance at public assemblies, conferences, or other mass events." The Governor's executive order on March 12, 2020, already waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The January 13th agenda contains only routine and time-sensitive items.

Public Comments- Individuals may address the Board on regular session agenda items at the time they are under consideration.

Agenda-REVISED

1. Call Meeting to Order
2. Flag Salute
3. Agenda Approval
4. WTA Comments
5. CSEA Comments
6. Board Comments
7. Superintendent Comments
8. Action Discussion
 - A. Public Comment on Consent Agenda Items
 - B. Consent Agenda
 - 1) *Minutes of the Regular Meeting held on December 16, 2020
 - 2) *Approval of Employee Status Changes (2)
 - 3) *Warrant Registers from December 1, 2020 through December 31, 2020
 - 4) *Approval of Quarterly Williams Report-2nd Quarter
 - 5) *Approval of School Accountability Report Cards
 - 6) *Second Read/Final Approval BP 2121 Superintendent's Contract
 - 7) *Second Read/Final Approval BP 3600 Consultants
 - C. *Approval of Bid for HVAC, Willits High School
9. Public Comments for Items Not on the Agenda
10. Agenda items for the Next Regular Meeting
11. Adjournment

Agenda Packet & Supporting Documents Notice: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at the Willits Unified School District- Reception Desk; located at 1277 Blosser Lane, Willits, CA. For more information please call (707) 459-5314. *Items so marked have supporting documents which have been distributed to the Board of Education. An extra copy is available upon request. ADA Compliance Notice: Willits Unified School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent, (707) 459-5314. All efforts will be made for reasonable accommodations.

WILLITS UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Regular Meeting

A regular meeting of the Willits Unified School District Board of Education will be held on **Wednesday, January 13, 2021**. The Board of Education will call the meeting to order at **5:00 p.m.** via

Zoom: <https://us04web.zoom.us/j/9782489039?pwd=V0U2cUtHZUMzQk5xR3d5Vy9wT1JkZz09>

You may also view the meeting at: <https://www.youtube.com/channel/UCm14iSqMtl-7TKLnLP5NkFQ>

Public Comments- Individuals may address the Board on regular session agenda items at the time they are under consideration.

Agenda Analysis-**REVISED**

The Board reserves the right to change the Agenda order unless a specified time is listed for an item.

1. Call Meeting to Order
2. Flag Salute
3. Agenda Approval
4. WTA Comments
5. CSEA Comments
6. Board Comments
7. Superintendent Comments
8. Action Discussion
 - A. Public Comment on Consent Agenda Items
 - B. Consent Agenda

These items are routine in nature and do not typically require Board discussion.

- 1) *Minutes of the Regular Meeting held on December 16, 2020

Recommendation: Administration recommends the approval of the Minutes of the Regular Meeting held on December 16, 2020

Attachments: Yes

- 2) *Employee Status Changes (2)

Background:

Classified New Hire: Miguel Gutierrez, .50 FTE, Night Custodian, District Wide, 12/14/2020

Certificated New Hire: Carol McKay, 1.0 FTE, Teacher, Baechtel Grove Middle School, 12/14/2020

Recommendation: Administration recommends the approval of the Employee Status Changes as presented.

Attachments: Yes

- 3) *Warrant Registers from December 1, 2020 through December 31, 2020

Recommendation: Administration recommends the approval of the Warrant Registers from December 1, 2020 through December 31, 2020.

Attachments: Yes

- 4) * Approval of Quarterly Williams Report-2nd Quarter

Background: As per Administrative Regulation (AR) 1312.02 (d) and Education Code, the Superintendent is required to give a quarterly report to the board on any Williams complaints.

Recommendation: Administration recommends the approval of the Quarterly Williams Report-2nd Quarter

Attachments: Yes

- 5) * Approval of School Accountability Report Cards (SARC's)

Background: The state requires schools to complete School Accountability Report Cards (SARC's). The intent of these documents is to report to the community the progress of schools and pertinent school program information. Copies of the SARC are available online at www.willitsunified.com or upon request at the district office. The suspension and expulsion data will be presented to the board, and SARC's will be updated once CDE releases the data to school districts.

Recommendation: Administration recommends the board approve the SARC's as presented

Attachments: Yes

- 6) *Approval of 2nd Final read on BP 2121 Superintendent's Contract

Background: Policy updated to add professional development as an optional component that may be addressed in the superintendent's contract, consistent with CSBA's Superintendent Contract Template. Section on "Termination of Contract" deleted material related to maximum cash settlement requirements for contracts executed prior to January 1, 2016, since law limits the term of the contract to a maximum of four years.

Recommendation: Administration recommends the final approval on revised policies as presented

Attachments: Yes

7) *Approval of 2nd Final read on BP 3600 Consultants

Background: Policy updated to reflect **NEW LAW (AB 5)** which codifies a three-part test, established in *Dynamex Operation West Inc. v. Superior Court of Los Angeles*, to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Policy also updates the statement on nondiscrimination to include additional protected categories, and reflects law regarding harassment of or by an independent contractor.

Recommendation: Administration recommends the final approval on revised policies as presented

Attachments: Yes

C. *Approval of Approval of Bid for HVAC, Willits High School

Background: Proposals were due on January 4, 2021, 1:00pm. We received a total of one(1) proposal. The following firms submitted proposals:

Recommendation: Administration recommends the approval of the contract as received

Attachments: Yes

9. Public Comments for Items Not on the Agenda

This is an opportunity for citizens to address the School Board on any item that is not on the agenda and other school related matters, or suggest topics for future agendas. Because concerns expressed are not agendaized for tonight, the Board cannot take action on items introduced under the Public Comments Sections, per state law. The Board President may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, service, acts, or omissions (Government Code §54954.3). In addition, the Board may not prohibit public criticism of district employees. Please note: it is requested that statements critical of personnel or students, or specific actions of personnel or students, be made in accordance with Board Policy 1312.1.

Members of the public are asked to check with the Superintendent, Board President, or Clerk of the board regarding the District Complaint Procedure prior to making statements referring to personnel or students. Employees of the district who wish to make statements related to contractual issues need to file the appropriate grievance procedure statements. Speakers are cautioned that under California law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting

10. Agenda items for the Next Regular Meeting

Background: The board has asked that this item be a standing agenda item for all regular meetings. This will give the board an opportunity to publicly add items to the agenda.

Recommendation: Administration awaits direction from the board.

Attachments:

11. Adjournment

*Agenda Packet & Supporting Documents Notice: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at the Willits Unified School District- Reception Desk, located at 1277 Blosser Lane, Willits, CA. For more information please call (707) 459-5314. *Items so marked have supporting documents which have been distributed to the Board of Education. An extra copy is available upon request. ADA Compliance Notice: Willits Unified School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent, (707) 459-5314. All efforts will be made for reasonable accommodations.*

Willits Unified School District staff and students, in partnership with parents and community members, provide a challenging, caring and safe educational environment, which prepares students to be positive members of the community, effective communicators, problem solvers, and lifelong learners.

Notice: Willits Unified School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent, (707) 459-5314. All efforts will be made for reasonable accommodations.

BOARD MEETINGS ARE RECORDED AND WILL BE AVAILABLE FOR VIEWING AT: www.willitsunifed.com. For technical assistance, please contact Jennifer Maples (707) 459-5314 ext. 1105

WILLITS UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Regular Meeting

Via Zoom

https://www.google.com/url?q=https://us04web.zoom.us/j/9782489039?pwd%3DV0U2cUthZUMzQk5xR3d5Vy9wT1JkZz09&sa=D&source=calendar&ust=1607209710311000&usg=AOvVaw0NciTcDK_RHS7BkmCyJ7oV

Willits, California
Wednesday, December 16, 2020
Closed Session – 4:00 p.m.
Open Session ~ 5:00 p.m.

Public Comments- Individuals may address the Board on regular session agenda items at the time they are under consideration.

MINUTES

1. Call Meeting to Order

Board President Bowlds called the meeting to order at 4:00 p.m.

2. Public Comments on the Closed Session Items

3. Recess to Closed Session

Board President Bowlds recessed to closed session at 5:00 p.m.

- A. Consideration of Request to Use Sick Leave for Family Care (1) Classified (*G.C. 54957*)
- B. Classified Leave of Absence Request (1) (*G.C. 54957*)
- C. Certificated Leave of Absence Request (1) (*G.C. 54957*)
- D. Pending Litigation, Doe v. WUSD

4. Reconvene to Open Session

Board President Bowlds reconvened to open session at 5:00 p.m.

5. Report out of Closed Session

- A. Consideration of Request to Use Sick Leave for Family Care (1) Classified (*G.C. 54957*)
- B. Classified Leave of Absence Request (1) (*G.C. 54957*)
- C. Certificated Leave of Absence Request (1) (*G.C. 54957*)
- D. Approval to pay Pending Ligation, Doe v. WUSD

Mr. Westerburg reported that all requests were approved unanimously.

6. Flag Salute led by Board Clerk Colvig

7. Agenda Approval

MSP (Chavez/King) approval agenda as presented.

Ayes: Bowlds, Chavez, Colvig, Nunez, King

Noes: None

Absent: None

Abstain: None

8. Special Order of Business

A. *Oath of Office, Elected Board Members

Board Clerk Colvig lead Alex Bowlds and Dianne McNeal in the oath of office for the term to expire in December 2024.

Board President Bowlds shared his appreciation to Board Member Colvig for his support to WUSD for the past 45 years as a teacher, counselor, coach and board member.

B. Organizational Meeting

1. Election of Board President:

MSP (Chavez/King) to approve Alex Bowlds as Board President.

Ayes: Bowlds, Chavez, Colvig, Nunez, King

Noes: None

Absent: None

Abstain: None

2. Election of Board Clerk:

MSP (Bowlds/King) to approve Robert Chavez as board clerk.

Ayes: Bowlds, Chavez, Colvig, Nunez, King

Noes: None

Absent: None

Abstain: None

3. Appointment of Board Secretary:

Superintendent Westerburg was appointed as Board Secretary

MSP (Bowlds/King) to approve Superintendent Westerburg as board secretary.

Ayes: Bowlds, Chavez, Colvig, Nunez, King

Noes: None

Absent: None

Abstain: None

4. Appointment of Representatives to School Sites:

Sanhedrin High School

Willits High School –Alex Bowlds

Baechtel Grove Middle School -Paula Nunez & Robert Chavez

Blosser Lane Elementary School -Dianne McNeal

Brookside Elementary School - Jeanne King

Sherwood School- Robert Chavez

9. Informational

A. *La Vida Charter School, Annual Report

Director Ann Kelley presented an overview of La Vida Charter and remote learning wasn't too much of a change since they are 100% independent study however, students are missing socialization.

B. *Willits Elementary Charter School, Annual Report

Director Charlene Bretter shared that WECS is doing small groups of 5 on Zoom at a time, working very well.

C. *Willits Charter School, Annual Report

Director Jennifer Lockwood used COVID money to purchase quality online curriculum. Some students are thriving and some are struggling, trying to bring those students on campus in small cohorts to support them.

Board Member King gave her praises for all Jennifer has done in her short time with the school as the Director.

D. * Bond Presentation: Finance Plan Overview

Adam Bauer, from Fieldman/Rolapp and Associates presented the report and answered questions about the fees associated with issuance of the bonds.

10. WTA Comments

WTA President Tessa Ford advised that spirit days at all school sites, seems to help with moral. Hot Winters Night is this Friday (virtual), WTA sadly cannot continue the tradition of a Christmas party, looking to do something virtually in January. Science Fair in January, concerned about what students will do for obtaining materials willitssciencefair.com, report cards went out at the elementary sites. WTA is getting new t-shirts in January. Appreciates the air filters in every classroom at every school site, noticeable difference and happy to have them. WTA thanked Laura Sleeper for everything she has done for the teachers in this community. She closed with thanking Mr. Westerborg for all the air purifiers in every room throughout the district.

11. CSEA Comment

Dan Green welcomed the new board. Classified has several openings right now, thanked Laura Sleeper for her great work in the district.

12. Board Comments

Board President Bowlds shared that he will miss Bob Colvig on the board, thanked Laura Sleeper for her dedication to WUSD and support to him as a board member. Thanked the Charter School directors for sharing their experiences with COVID and distance learning.

Board Member Nunez stated that it was important to her to be on the interview committee for the EL services in the district bilingual education. Looking for more information about the solar panels for WUSD. Welcomed Dianne McNeal to the board.

Board Member Chavez shared his appreciation to everyone for their hard work during these times. Thanked Bob Colvig and Laura Sleeper and wished them well. Welcomed Dianne McNeal to the board.

Board Member McNeal thanked everyone for electing her and will do her best to serve.

Board Member King thanked Robert Colvig for serving on the board and our community, she thanked Laura Sleeper for the wonderful job she did over the years at WUSD and Rotary. Thanked K-1 teachers for their one on one work to our students at least once a week. Attended the virtual awards ceremony at BGMS.

13. Superintendent Comments

- Drinking fountains almost completely done at every site
- Remediation at the schools planning to catch up our students over the summer, master schedule altering
- Failure rates are not bad at the high school upper grades doing well
- All teachers have new laptops
- All students have hardware devices
- Tons of PPE, including air purifiers, ready when students can come back
- Will miss Laura Sleeper tons of knowledge, Trina Cardillo has been training for the past year alongside Laura and acting HR, Rachele Summers will be taking on some of Trina's duties
- COVID Testing with faster results, 6 days is too long for results; working with the County
- Bond projects for first round include Blosser Lane roof, WHS parking lot and HVAC in main building and a pool cover to utilize pool year round.

14. Action /Discussion

A. Public Comments on Consent Agenda

No comments received.

B. Consent Agenda

The Consent Agenda included the following items: Approval of Minutes of the Regular Meeting held on November 18, 2020, Warrant Registers from November 1, 2020- November 30, 2020, Approval of Employee Status Changes (5), Second Read/Final Approval BP/E 4112.9/42112.9/4312.9 Employee Notifications, Second Read/Final Approval BP/AR 4113 Assignment, Second Read/Final Approval BP/AR/E Exposure Control Plan for Bloodborne Pathogens, Second Read/Final Approval BP/AR 4119.43/4219.43/4319.43 Universal Precautions, Second Read/Final Approval on BP 4151/4251/4351 Employee Compensations, Second Read/Final Approval on BP 5141.5 Mental Health, Second Read/Final Approval on BP 5145.3 Nondiscrimination/Harassment, Second Read/Final Approval on BP/AR 6020,

Second Read/Final Approval on Parent Involvement, Second Read/Final Approval on BP/AR 6115 Ceremonies and Observances, Second Read/Final Approval on AR 6173.4 Title VI Indian Education Program.

MSP (King/Chavez) to approve the Consent Agenda as presented.

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

C. *Approval of Resolution 2020/21-5, Certification to Board of Supervisors Mendocino County.

ROLL CALL VOTE

MSP (Chavez/King) to approve of Resolution 2020/21-5, Certification to Board of Supervisors Mendocino County.

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

D. *Approval of Resolution 2020/21-6, Measure I Oversight Committee Governing Bylaws

ROLL CALL VOTE

MSP (King/Chavez) to approve the Resolution 2020/21-6, Measure I Oversight Committee Governing Bylaws

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

E. *Approval of Resolution 2020/21-7, Issuance and Sale of General Obligation Bonds

ROLL CALL VOTE

MSP (King/Chavez) to approve the Resolution 2020/21-7, Issuance and Sale of General Obligation Bonds

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

F. *Approval of Bond Purchase Agreement, Stiffel, Nicholaus & Company Incorporated

MSP (Chavez/King) to approve the Bond Purchase Agreement, Stiffel, Micholaus & Company Inc.

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

G. Approval of first Interim Budget 2020/21

MSP (Chavez/King) to approve the first Interim Budget 2020/21

Ayes: Bowlds, Chavez, Nunez, King
Noes: None
Absent: McNeal
Abstain: None

CBO Nikki Agenbroad presented the first interim budget for 2020/21.

H. Approval of Budget Overview for Parents

MSP (King/Chavez) to approve the Budget Overview for Parents

Ayes: Bowlds, Chavez, McNeal, Nunez, King
Noes: None
Absent: None
Abstain: None

CBO Nikki Agenbroad presented the budget overview for parents.

I. *Approval of Resolution 2020/21-8 Participation in CSFA K-12 Pooled TRAN.
ROLL CALL VOTE

MSP (Chavez/King) approval Resolution 2020/21-8 Participation in CSFA K-12 Pooled TRAN

Ayes: Bowlds, Chavez, Nunez, King

Noes: None

Absent: McNeal

Abstain: None

J. *First Read on BP 2121 Superintendent's Contract.

K. *First Read on BP 3600 Consultants.

Board accepts Items J and K for First Reads

L. Items for next board meeting agenda

- Solar Consultant Report

15. Public Comments for Items Not on the Agenda

- A parent spoke of the water fountains and filter changes at school sites.

16. Adjournment

MSP (Chavez/Nunez) to adjourn at 7:29 p.m.

Ayes: Bowlds, Chavez, Nunez, King

Noes: None

Absent: McNeal

Abstain: None

Mark Westerburg, Superintendent

Robert Chavez, Board Clerk

WILLITS UNIFIED SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

1277 Blosser Lane
Willits, CA 95490
(707) 459-5314

Date: 1/13/2021
To: Trina Cardillo
From: Lynda Walker
Re: Info for January 13, 2021 Board Meeting

Certificated New Hire:
Carol McKay, 1.0 FTE, Teacher, Baechtel Grove Middle School, 12/14/2020

Certificated Leave of Absence:
Certificated Job Share:
Certificated Resignation:
Certificated Retirement:

Classified Resignation:
Classified Unsuccessful Probation:
Classified Leave of Absence:
Classified Retirement:
Classified New Hire:
Miguel Gutierrez, .50 FTE, Night Custodian, District Wide, 12/14/2020

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
701703	12/03/2020	SEMINOFF, CHARITY F	01-5200	NOVEMBER 2020 MILEAGE		15.53
701704	12/03/2020	ACEVEDO'S UKIAH TRUCK REPAIR	01-5600	BUS 11	250.00	
				BUS 2	378.24	
				BUS 3	375.00	
				BUS 5	252.00	
				BUS 8	750.07	
				FORD F450DXL	142.26	2,147.57
701705	12/03/2020	AERIES SOFTWARE	01-5200	BEGINNING QUERY AND TOOLS NOV 19TH		100.00
701706	12/03/2020	AMAZON CAPITAL SERVICES	01-4300	ART SUPPLIES FOR INDEPENDENT STUDY K-8	331.60	
				CLASSROOM SUPPLIES-WHITE	1,498.88	
				HEALTH AND OFFICE SUPPLIES	108.53	
				HP BLACK INK FOR K-8 IS	101.64	
				MAINTENANCE	572.06	
				MCKINNEY VENTO	134.67	
				MUSIC/OFFICE	111.08	
				OPERATIONS	90.74	
				PPE	914.59	
				SCHOOL SUPPLIES	198.73	
				Unpaid Tax	7.12-	4,055.40
701707	12/03/2020	ARAMARK UNIFORM SERVICES INC	01-5560	OCTOBER 2020		3,853.43
701708	12/03/2020	ARROW BENEFITS GROUP	69-5800	2020/21 VISION CLAIMS & ADMINISTRATION		288.00
701709	12/03/2020	AT&T	01-5903	11-7-20 - 12-6-20		33.09
701710	12/03/2020	BENCHMARK EDUCATION	01-5200	PD VIRTUAL ADVISORY Q&A GRADE TK-2		1,200.00
701711	12/03/2020	BRAIN POP LLC	01-5800	SPED TEACHER CLASSROOM SUBSCRIPTION		230.00
701712	12/03/2020	CHICO STATE CAREER CENTER	01-5800	EDUCATION HIRING FAIR 3/25/21 L. SLEEPER		200.00
701713	12/03/2020	WILLITS, CITY OF	01-5800	Lifeguards for Pool		91.48
701714	12/03/2020	DECKER INC	01-4300	Maintenance Supplies		183.31
701715	12/03/2020	GOPHER SPORT//NW 5634	01-4300	JUMP ROPES		1,365.62
701716	12/03/2020	HIGHLAND PRODUCTS GROUP LLC	01-4300	PARK BENCHES	8,632.06	
				Unpaid Tax	667.06-	7,965.00
701717	12/03/2020	INTERCOUNTY MECH& ELECT.	01-5600	AC IN IT ROOM	229.02	
				BOILER WORK	605.03	
				KITCHEN HEAT	165.00	999.05

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
701718	12/03/2020	MOUNTAIN FRESH SPRING WATER CO	01-4300	BRKS OCT 2020	13.50	
				D.O. OCT 20	13.50	
				SHS OCT 2020	33.75	
				WHS OCT 2020	6.75	
			01-5600	OCT DISPENSER	10.00	77.50
701719	12/03/2020	HRM USA INC	01-4300	PEDOMETERS		292.07
701720	12/03/2020	QUICKSHIP	01-4300	TONER	298.53	
				Unpaid Tax	1.47-	297.06
701721	12/03/2020	STAPLES CREDIT PLAN	01-4300	BINDERS FOR DISTANCE LEARNING		344.21
701722	12/03/2020	TAG/AMS INC	01-5815	Drug Testing		85.00
701723	12/03/2020	TEAMTALK NETWORK LLC	01-5800	JANUARY 21 BUS RADIO'S		911.88
701724	12/03/2020	U.S. CELLULAR	01-5902	NOVEMBER 2020 CLC PHONES		86.48
701725	12/03/2020	VERKPLEYS	01-4300	STUDENT DESK SCREENS		2,901.00
701726	12/03/2020	WILLITS CHAMBER OF COMMERCE	01-5300	2021 ANNUAL DUES		168.00
701727	12/03/2020	WILLITS POWER EQUIPMENT	01-4300	SHARPEN CHAINSAW BLADE		38.22
701728	12/03/2020	XEROX FINANCIAL SERVICES	01-5610	BGMS STAFF 1	323.76	
				BGMS STAFF 2	340.40	664.16
702163	12/10/2020	BUZZARD, ERICA L	01-4300	REIMBURSEMENT FOR ENVELOPES		86.69
702164	12/10/2020	DANFORTH, MATTHEW	13-5200	NOVEMBER MILEAGE		8.63
702165	12/10/2020	ERICKSON, MACKENZIE J	01-4300	STUDENT ACHIEVEMENT AWARDS		100.00
702166	12/10/2020	HANNA, SHARON S	01-5200	NOVEMBER MILEAGE		17.94
702167	12/10/2020	SINGLETON, MARGO M	01-4300	CLASSROOM SUPPLIES		184.96
702168	12/10/2020	THIEL, KAREN L	01-4300	ENVELOPES		37.01
702169	12/10/2020	ACEVEDO'S UKIAH TRUCK REPAIR	01-5600	BUS 12	312.50	
				BUS 4	640.94	
				BUS 8	312.50	
				BUS 9	500.00	1,765.94
702170	12/10/2020	ADVANCED SECURITY SYSTEMS	01-5800	BGMS ONSITE VISIT	180.00	
				COMMERCIAL MONITORING	1,626.56	
				PURCHASE OF FIRE ALARM BGMS	607.69	
				SERVICE CHARGE	185.21	
				WHS ONSITE VISIT	537.54	3,137.00
702171	12/10/2020	ALAMEIDA ARCHITECTURE	01-6200	ARCHITECTURAL SERVICES		1,200.00
				CONSTRUCTION DOCUMENTS		
702172	12/10/2020	ALLIED 100, LLC	01-4300	HEALTH/BARRETT	256.13	
				Unpaid Tax	.62-	255.51
702173	12/10/2020	AMAZON CAPITAL SERVICES	01-4300	POP UP CANOPY	129.99	

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
702174	12/10/2020	APPLE INC	01-4300	Macbook Air & Apple TV	391.98	129.40
			01-4400	Macbook Air & Apple TV	532.45	
				Unpaid Tax	.59-	
702175	12/10/2020	ARROW BENEFITS GROUP	69-5800	VISION CLAIMS		919.86
702176	12/10/2020	FISHMAN SUPPLY COMPANY	01-4300	BLE	959.96	197.50
				BRKS	96.23	
				Equipment for Disinfecting	5,585.80	
				WAREHOUSE	3,691.19	
				Unpaid Tax	21.91-	10,311.27
702177	12/10/2020	LOGMEIN COMMUNICATIONS INC	01-5903	DISTRICT PHONES 20-21 DECEMBER 2020		2,451.77
702178	12/10/2020	GREEN & GROWING EDUCATION LLC	01-5200	GERMINATE CONFERENCE K BRACKETT		75.00
702179	12/10/2020	GROOMS, AMY	01-4300	CLASSROOM SUPPLIES NTE 300.00		179.05
702180	12/10/2020	HOUGHTON MIFFLIN HARCOURT	01-5200	HMH COLLECTIONS 6-12 CALIFORNIA 2017		15,300.00
702181	12/10/2020	INCLUSIVE EDU & COMM PTNR	01-5800	BEHAVIORAL SUPPORT SEPT 2020		1,197.00
702182	12/10/2020	INSIGHT PUBLIC SECTOR INC	01-4300	30 Teacher Laptops	28,598.43	
				96 Teacher Laptops	91,515.00	
				Unpaid Tax	551.24-	119,562.19
702183	12/10/2020	LEAVING THE VILLAGE	01-5200	3 SESSION VIRTUAL WORKSHOPS		125.00
702184	12/10/2020	MENDO MILL & LUMBER CO	01-4300	NOV 2020	115.25	
				NOVEMBER 2020	1,286.63	
				TECH NOV 2020	35.64	1,437.52
702185	12/10/2020	MENDORECYCLE	01-5600	Hazmat Waste		301.25
702186	12/10/2020	MYERS, MARETTE	01-3701	20/21 RETIREE HEALTH BENEFITS ENDS 20/21		657.12
702187	12/10/2020	NORTHERN AGGREGATES INC	01-4300	Gravel		383.86
702188	12/10/2020	OLENIK FENCE COMPANY	01-5600	SANHEDRIN		710.00
702189	12/10/2020	PETERSON CAT	01-4400	ATTACHMENT AND INSTALLATION	3,437.32	
			01-6400	USED EQUIPMENT AND WORK TOOLS	24,566.99	28,004.31
702190	12/10/2020	QUILL CORP	01-4300	OFFICE SUPPLIES	57.37	
				OFFICE SUPPLIES CREDIT	7.79-	
				Unpaid Tax	.21-	49.37
702191	12/10/2020	ROUND TREE GLASS INC	01-5600	WHS GYM WINDOW		292.60
702192	12/10/2020	SAGE ENERGY CONSULTING	01-5800	SOLAR PERFORMANCE ASSESSMENT THROUGH 9-30-20		1,771.25

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
702193	12/10/2020	SONOMA CO OFFICE OF ED	01-5200	NOV 19TH WORKSHOP M SHOOK AND R SUMMERS		120.00
702194	12/10/2020	SOLID WASTES OF WILLITS	01-5540	NOVEMBER 2020 SCHOOL SITES AND TRANSFER STATION SHERWOOD NOV 2020	5,740.72	
				WUSD TRANSFER STATION	176.00	6,086.18
702195	12/10/2020	SPURR	01-5520	NATURAL GAS		3,386.67
702196	12/10/2020	T-MOBILE USA INC	01-5900	SPED STUDENT CELL PHONE FOR EMERGENCY USE		145.00
702197	12/10/2020	T-MOBILE USA INC	01-5900	HOT SPOTS FOR DISTANCE LEARNING 10-21-20 - 11-2020		551.27
702198	12/10/2020	TOTAL COMPENSATION SYSTEMS INC	01-5800	GASB 74/75 FULL VALUATION 2ND INSTALLMENT		3,510.00
702199	12/10/2020	EUREKA OXYGEN CO	01-4300	CREDIT	98.09-	
			01-5600	CYLINDER RENTAL	254.24	
				Supplies	.58	156.73
702200	12/10/2020	WILLITS KIDS CLUB INC	01-5800	WILLITS KIDS CLUB OCTOBER 2020		25,673.26
702201	12/10/2020	WILLITS POWER EQUIPMENT	01-4300	GROUND	9.74	
				MAINTENANCE	217.19	
			01-5600	EXCAVATOR RENTAL	303.45	530.38
702965	12/17/2020	ACCESS INFORMATION MANAGEMENT	01-5800	2020/21 SHREDDING SERVICE	98.84	
				NOV ADMIN CHARGE	36.95	135.79
702966	12/17/2020	ADVANCED SECURITY SYSTEMS	01-5800	ONSITE SERVICE VISIT BGMS		189.58
702967	12/17/2020	ADVANCED XEROGRAPHICS	01-5610	BGMS OFFICE		36.28
702968	12/17/2020	AMAZON CAPITAL SERVICES	01-4300	GROUND	501.00	
				MAINTENANCE	162.78	
				OFFICE CHAIR	119.18	
				PLEXIGLASS SHIELDS	425.89	
				SPED DECODING STRATEGIES	225.03	
				WORKBOOKS		
				SPED SUPPLIES	879.07	
				SPED VOICE RECORDERS	60.66	
				SPED-SINGLETON	97.44	
				VARIOUS SCHOOL SUPPLIES	195.37	
				Unpaid Tax	10.13-	2,656.29
702969	12/17/2020	ARROW BENEFITS GROUP	69-5800	VISION CLAIMS		197.50
702970	12/17/2020	AT&T	01-5903	RED PHONES		364.32
702971	12/17/2020	BOX INDUSTRIES	01-4400	2- 20' WIND AND WATER CONTAINERS	5,283.28	

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Unpaid Tax	38.28-	5,245.00
702972	12/17/2020	BUSWEST LLC	01-4300	HORN BRUSH KIT		127.62
702973	12/17/2020	CASH, DEVINA	01-4300	20-21 CLASSROOM SUPPLIES		20.79
702974	12/17/2020	WILLITS, CITY OF	01-5530	WATER	10,929.91	
			01-5800	DECEMBER 2020	918.39	
				Lifeguards for Pool NOV 2020	861.30	12,709.60
702975	12/17/2020	CLOVER-STORNETTA FARMS INC	13-4700	2020-21 MILK NOV 2020		1,066.00
702976	12/17/2020	COLVIG, LINDA	01-3701	JULY - DECEMBER 2020		2,008.09
702977	12/17/2020	COMMISSION ON TEACHER CREDENTIALING	01-5800	CREDENTIAL TPSL LELER		100.00
702978	12/17/2020	DECKER INC	01-4300	GRIP MATS		519.34
702979	12/17/2020	DEPARTMENT OF JUSTICE	01-5814	NOVEMBER 2020		32.00
702980	12/17/2020	FOLLETT SCHOOL SOLUTIONS	01-4300	10 BOOKS		167.30
702981	12/17/2020	FRONTIER COMMUNICATIONS	01-5903	DEC 2020		111.22
702982	12/17/2020	GEARY PACIFIC SUPPLY	01-4300	Bard Units for WHS Main Hall		55,127.77
702983	12/17/2020	GOLD STAR FOODS	13-4300	2020-21 COMMODITIES AND FEES NOV 2020	282.50	
			13-4700	2020-21 COMMODITIES AND FEES NOV 2020	2,920.91	3,203.41
702984	12/17/2020	GONZALEZ, BARBARIE	01-4300	20-21 CLASSROOM SUPPLIES		36.81
702985	12/17/2020	HOME DEPOT CREDIT SERVICES//DE PT 32-2540616731	01-4300	GROUNDS	2,425.98	
				MAINTENANCE	174.69	2,600.67
702986	12/17/2020	INTERCOUNTY MECH& ELECT.	01-5600	Mini Split Installation RM 11		15,000.00
702987	12/17/2020	CA SCHOOLS DENTAL COALITION	68-5800	JANUARY 2021		12,255.00
702988	12/17/2020	MENDOCINO COUNTY YOUTH PROJECT	01-5800	DIRECT STUDENT SERVICES NOV 2020		494.40
702989	12/17/2020	MOUNTAIN FRESH SPRING WATER CO	01-4300	2020-2021 WATER DELIVERY	33.75	
				SHS WATER DELIVERY	13.50	
			01-5600	DISPENSER	10.00	57.25
702990	12/17/2020	SMARTSIGN	01-4300	Asset Tags		1,090.39
702991	12/17/2020	NORTHERN AGGREGATES INC	01-4300	D.O. PARKING LOT GRAVEL		356.99
702992	12/17/2020	PACE SUPPLY CORP	01-4300	Maintenance Supplies	39.39	
				WELDING SUPPLIES	997.17	1,036.56
702993	12/17/2020	PG&E	01-5510	ELECTRICITY		13,734.98
702994	12/17/2020	PG&E SELF-GENERATION INCENTIVE PROG	01-5800	PG&E INCENTIVE PROGRAM		21,250.00
702995	12/17/2020	REDWOOD COAST FUELS	01-4361	FUEL CARDS	584.59	

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
702995	12/17/2020	REDWOOD COAST FUELS		GAS CARDS	599.04	
				SERVICE CHARGE	10.90	1,194.53
702996	12/17/2020	SEQUEIRA, GEORGE	01-5600	JANUARY 2021 RENT		600.00
702997	12/17/2020	SPORT & CYCLE	01-4300	PPE ATHLETIC EQUIPMENT		5,541.67
702998	12/17/2020	SURGICALLY CLEAN AIR INC	01-4400	AIR PURIFIERS	7,931.33	
				Unpaid Tax	601.33-	7,330.00
702999	12/17/2020	SYSCO FOOD SERVICES	13-4300	2020-21 FOOD AND SUPPLIES NOVEMBER 2020	459.16	
			13-4700	2020-21 FOOD AND SUPPLIES NOVEMBER 2020	15,985.58	16,444.74
703000	12/17/2020	U.S. BANK CORPORATE PAYMENT	01-4300	Gas Valve for dry at WHS	276.71	
				Jetter Nozzles: Part for Jetter Mechine	165.55	
				Van Yearly Renewal- Vyncs	157.86	
			01-4400	FUEL	294.08	
				RENTAL CAR	351.19	
				REPAIRS	3,586.83	
			13-4300	WHS FOOD SERVICES ORDER WEBSTAUANT STORE	119.36	
				Unpaid Tax	34.17-	4,917.41
703001	12/17/2020	WILLITS KIDS CLUB INC	01-5800	NOVEMBER 2020		20,133.37
703002	12/17/2020	WOODWIND & BRASSWIND	01-4300	GUITARS		1,571.44
703003	12/17/2020	XEROX CORPORATION	01-5610	2020/21 XEROX	298.97	
				BLE	432.63	
				BRKS OFFICE	151.25	
				BRKS STAFF ROOM	485.63	
				SHERWOOD	131.57	
				SHS	198.99	
				WHS OFFICE	200.68	
				WHS STAFF	791.02	
			13-5610	FOOD SERVICES	50.12	2,740.86
703279	12/30/2020	AMAZON CAPITAL SERVICES	01-4300	SPED TUTTLE	319.49	
				TECH TONER DISTRICT WIDE	2,514.07	
				Unpaid Tax	13.06-	2,820.50
703280	12/30/2020	COMFORT AIR HEATING & COOLING	01-5600	WHS RM 47 HVACS		8,754.00
703281	12/30/2020	FISHMAN SUPPLY COMPANY	01-4300	OXIVIR	12,809.93	
				Unpaid Tax	59.10-	12,750.83
703282	12/30/2020	INTERACTIVE DIGITAL SOLUTIONS	01-4300	ZOOM		7,995.00

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
703283	12/30/2020	INTERCOUNTY MECH& ELECT.	01-5600	WHS FRESH AIR SYSTEM		92,504.00
703284	12/30/2020	IQ AIR	01-4400	HEALTH PRO PLUS SYSTEMS	111,069.20	
				Unpaid Tax	761.90-	110,307.30
703285	12/30/2020	JD REDHOUSE	01-4300	BACKPACKS		2,582.15
703286	12/30/2020	STAR AUTISM SUPPORT	01-4300	SPED PROGRAMS		871.24
703287	12/30/2020	SUPERIOR FILTRATION PRODUCTS	01-4300	FILTERS	4,069.01	
				Unpaid Tax	310.58-	3,758.43
703288	12/30/2020	T-MOBILE USA INC	01-5900	HOTSPOTS THROUGH JUNE 2021		4,751.21
703289	12/30/2020	T-MOBILE USA INC	01-5900	SPED IPHONE THROUGH JUNE 2021		450.00
703290	12/30/2020	U.S. BANK CORPORATE PAYMENT	01-5200	REEVES TRAINING REGISTRATION FOR 10		1,990.00
703524	12/31/2020	ADVANCED SECURITY SYSTEMS	01-5800	BGMS ONSITE VISIT AND REPAIR		999.09
703525	12/31/2020	AERIES SOFTWARE	01-5200	ADVANCED QUERY OF TOOLS DECEMBER 16TH		100.00
703526	12/31/2020	AMAZON CAPITAL SERVICES	01-4300	MCKINNEY VENTO	222.36	
				SCHOOL SUPPLIES	316.53	
				VARIOUS SCHOOL SUPPLIES	4.32	
				Unpaid Tax	1.12-	542.09
703527	12/31/2020	AMERICAN EAGLE ENTERPRISES	01-5600	BGMS BLEACHER REPAIR WHS BLEACHER REPAIR	1,750.00	
					2,450.00	4,200.00
703528	12/31/2020	ARAMARK UNIFORM SERVICES INC	01-5560	NOVEMBER 2020		3,435.64
703529	12/31/2020	ARROW BENEFITS GROUP	69-5800	JULY 2020 ADMIN FEE		304.50
703530	12/31/2020	AT&T	01-5903	12-7-20 - 1-6-20		33.34
703531	12/31/2020	BENCHMARK EDUCATION	01-5800	PD PRODUCT TRAINING		2,400.00
703532	12/31/2020	COMFORT AIR HEATING & COOLING	01-5600	SHEETMETAL FOR SHERWOOD		256.74
703533	12/31/2020	MEDSTAR AMBULANCE MENDO COUNTY	01-5800	DATE OF SERVICE 2-12-20		1,903.00
703534	12/31/2020	MENDORECYCLE	01-5600	Hazmat Waste		165.00
703535	12/31/2020	KEMPTON-MILLIKEN, NANCY	01-3701	NOV 2020		362.39
703536	12/31/2020	NASCO	01-4300	HEALTH-PATIENT CARE SUPPLIES PARTIAL ORDER RECEIVED		118.67
703537	12/31/2020	NORTHERN AGGREGATES INC	01-4300	Gravel		198.32
703538	12/31/2020	PG&E	01-5510	12-17-20 AG		699.48
703539	12/31/2020	PRINTING PLUS	01-4300	NAMEPLATE FOR R. COLVIG		133.30
703540	12/31/2020	PURCHASE POWER	01-5904	2020/21 POSTAGE		1,374.05
703541	12/31/2020	QUILL CORP	01-4300	HR-FISCAL TONER	886.42	
				OFFICE SUPPLIES	96.47	

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.

ESCAPE ONLINE

Checks Dated 12/01/2020 through 12/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
703541					Unpaid Tax 4.53-	978.36
703542	12/31/2020	REUSER INCORPORATED	01-4300	PLAYGROUND CHIPS		1,625.00
703543	12/31/2020	ROTO ROOTER OF MENDOCINO	01-5800	SH Drinking Fountains & Bottle Filling Station	4,947.04	
				WHS Drinking Fountains & Bottle Filling Station	14,673.97	19,621.01
703544	12/31/2020	SAGE ENERGY CONSULTING	01-5800	WORK THROUGH 11-30-20		6,946.25
703545	12/31/2020	ESPECIALNEEDS	01-4300	SPED GOTALK ONES	123.55	
					Unpaid Tax 1.35-	122.20
703546	12/31/2020	SPURR	01-5520	GAS	7,269.78	
			01-5560	GAS	245.87	7,515.65
703547	12/31/2020	TEAMTALK NETWORK LLC	01-5800	FEB 2021 BUS RADIO'S		911.88
703548	12/31/2020	U.S. CELLULAR	01-5902	20/21 SPED CLC PHONES DEC 2020		87.49
703549	12/31/2020	WHITE ASSOCIATES, CHRISTY	01-5801	2019-20 AUDIT THIRD PROGRESS BILL		6,875.00
703550	12/31/2020	THE WILLITS NEWS	01-5811	ADVERTISING VACANCIES 2 WEEK RUN		288.68
703551	12/31/2020	XEROX FINANCIAL SERVICES	01-5610	BGMS STAFF 1	340.40	
				BGMS STAFF 2	318.61	659.01
703552	12/31/2020	INSIGHT PUBLIC SECTOR INC	01-4300	Document Cameras	3,290.59	
					Unpaid Tax 15.18-	3,275.41
VCH-00000006	12/30/2020	BAKEWELL, CAROLYN A	01-4300	STUDENT ENGAGEMENT ITEMS		114.01
VCH-00000007	12/31/2020	DANFORTH, MATTHEW	13-5200	DECEMBER MILEAGE		18.63
VCH-00000008	12/31/2020	MCCLELLAND, DAWN R	01-4300	CLASSROOM SUPPLIES		261.05
VCH-00000009	12/31/2020	SEMINOFF, CHARITY F	01-5200	DECEMBER 20 MILEAGE		18.63
Total Number of Checks					149	788,085.05

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	139	757,037.18
13	CAFETERIA SPECIAL REVEN	7	20,910.89
68	SELF-INSURANCE (dental)	1	12,255.00
69	SELF-INSURANCE (vision)	4	987.50
Total Number of Checks		149	791,190.57
Less Unpaid Tax Liability			3,105.52
Net (Check Amount)			788,085.05

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.

ESCAPE ONLINE

2020-21 Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Williams Unified School District

Person completing this form: Mark Westberg

Quarterly Report Submission Date: (check one)

October 2020 (July, Aug, Sept 2020) **1st Quarter**
 January 2021 (Oct, Nov, Dec 2020) **2nd Quarter**
 April 2021 (Jan, Feb, March 2021) **3rd Quarter**
 July 2021 (April, May, June 2021) **4th Quarter**

Date for information to be reported publicly at governing board meeting: 1/13/2021

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction & Services	0	0	0
TOTALS	0	0	0

Signature of Person Completing this form Date

Signature of County Superintendent Date

Forwarded a copy of this completed report to the County Board of Education

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


[School Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Baechtel Grove Middle School
Street	1150 Magnolia Street
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-2417
Principal	Maria de los Angeles Munguia
E-mail Address	mariadelosmunguia@willitsunified.com
School Website	http://willitsunifiedca.apptegy.us/o/baechtel
CDS Code	23-65623-6025282
School Logo	Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here .

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-5314
Superintendent	Mark Westerburg
Web Site	http://willitsunifiedca.apptegy.us/o/wusd
E-mail Address	MarkWesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Alex Bowlds Title: Member
Member 2	Name: Paula Nunez Title: Member
Member 3	Name: Robert Chavez Title: Member
Member 4	Name: Jeannie King Title: Member
Member 5	Name: Dianne McNeal Title: Member
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westerburg
Administrator 1	Name: Nikki Agenbroad Title: Director of Business Services
Administrator 2	Name: Kelley Labus Title: Director of Special Education
Administrator 3	Name: Laura Sleeper Title: Director of Human Resources
Administrator 4	Name: Jennifer Maples Title: Director of Technology
Administrator 5	Name: Terry McEntee Title: Director of Maintenance and Transportation

[School Description and Mission Statement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

After the emergency move to distance learning in the last trimester of 2019-2020, we started the year transitioning to a distance learning program that was well planned. Teachers participated in professional development to foster student connectedness, and prepare students to structure their learning, and begin content instruction, teachers coordinated the use of team building activities, applied digital skills lessons, and activities for teaching classroom expectations by department to start both synchronous and asynchronous learning for the first two weeks of the school year. AT BGMS we address the changing needs of our sixth seventh and eighth graders. This year Baechtel Grove will be responsive to the individual needs of students, keeping with the vision that we see every student as an individual, we respect and celebrate the different backgrounds and experiences that they bring to the classroom. We will address those needs in instruction that will support, guide, and work with students on their journey to academic, career, and personal success. Baechtel Grove continues as a Schoolwide AVID Certified Site. The organization of our students greatly improved through the use of AVID strategies school wide, such as the interactive notebooks in all core classes. Student engagement in classes has also improved through the use of instructional strategies that include WICOR (writing, inquiry, collaboration, organization and reading) activities. The AVID electives at all three grade levels are leaders in using Collaborative Study Groups to help each other understand challenging material, as well as gaining knowledge about college and careers. Through the support of the AVID organization Baechtel Grove has created a college readiness culture to improve the academic preparation and performance of all students.

In the beginning of this year while we are still in distance learning teachers are teaching live virtual lessons daily. They hold virtual one on one meetings for students who need help, and are available to show students

how to do the on line work. BGMS students have three Blocks to their day. One for Language Arts, one for Math, and one for PE and Exploratory, with four teachers. Social Studies and Science are part of Language Arts and Math periods. We have instituted two in person cohorts on campus to provide internet access for students. All of the special education teachers are teaching students one on one in person, throughout the week.

As a school we have transitioned to the California Common Core State Standards. Our new ELA/ELD and Math curricula provide more direct instruction of the Math Common Core Standards, and relevant reading material for Language Arts. Both programs have an instructional on line component that has been used during distance learning. Through the use of the Delta Education Foss Science Units students put the Next Generation Science Standards (NGSS) into practice. This engages students in real world experiences that lead to deeper understanding of the science. As a school we are focused on having students participate in the scientific method in a Science Fair project. The district is also using a Gradual Release of Responsibility lesson model, which is also known to us as the Willits Instructional Model., in distance learning.

Baechtel Grove Middle school is committed to providing a safe and civil learning and working environment. We take a strong position against any behavior that infringes on the safety and well-being of students and employees, or interferes with learning or teaching. To accomplish this, we must teach and support students to exhibit the behavior that will bring about a culture of safety, security, and peacefulness. To this end we have developed distance learning expectations for students. You can see these in the “Student/Parent Handbook” on our new website at <http://willitsunifiedca.apptegy.us/o/baechtel>.

We have also added Social/Emotional components to our core classes, to teach our students to better understand, manage, and express their emotions and empathy, develop positive relationships, and make responsible decisions. Students are supported to gain confidence, work together, and navigate the world more effectively. This adds a valuable condition to our classrooms.

BGMS Mission Statement:

We do what it takes to build a pathway to success for every student.

Maria Munguia, PRINCIPAL

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Partnerships with families is central to distance learning. Parents are receiving continuous communication from the school about the progress of their student. Parents have a number of traditional opportunities to be involved on campus. They can help with special virtual events or student virtual events. Parents can help with the Yearbook, judged student Science projects at the BGMS Virtual Science Fair, and present during our College and Careers Week student workshops. Parents can become members of the School Site Council, involve themselves in clubs, and work with staff on school improvement projects. Teachers maintain close communication with parents through phone calls and Zoom video calls, formal virtual meetings, such as 504's, SST's, IEP's, grade level group meetings, Parent Conferences, and informal meetings. Parents can access their students' assignments through the Aeries Parent Portal. Baechtel Grove informs parents about opportunities for involvement through Parent Newsletters, weekly automated parent calls, and the school web site live feed, including an SMS reporting system. Parent participation is also requested in the determination of LCAP funding. The contact person for parent involvement is the Principal, the Dean, the Counselor, or any of the teachers.

Another form of parental involvement is participation in the parent education nights and workshops. Parent training days are set up every Wednesday in English and in Spanish, in person, at the school, for any technology that parents might need to be able to navigate during distance learning. AVID Parent Workshops are carried out virtually every trimester discussing topics such as; student success in high school, preparing in

Middle School, College requirements for UC and State campuses, and parent help for homework, and school work completion.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The School Safety Plan is reviewed annually with staff at every trimester . Updates are made to the plan at the annual School Site Council review of the plan this school year in January 2021.

We did not take the Healthy Kids Survey in 2019-2020 due to school being closed for the COVID Pandemic. However, our school counselor created a Google Form for students to respond in that was intended to check in on their social and emotional states of mind. Out of 275 students we had 248 responses. This survey was for the whole school and not just the 7th grade students which is what the Healthy Kids Survey uses. The survey used a four point Likert scale and not the five point as most students will tend to choose the middle rating. In this survey 69% of students feel that they are in control of their emotions. Many of the students know when their feelings are being impacted by what is going on around them, 78%. 80% of students respond that they can set and achieve personal goals. The majority of students can identify their personal strengths and challenges. Only 28% of students are unsure how to identify their personal strengths and challenges. Most of our students 89% report that they do not judge people who are different from them. 77% of students know when to ask for help. 80% of students feel confident that they can work with others to solve problems. Only 21% of our students struggle with behaving responsibly. Important to note, 75% of students consider how their actions will impact others.

Almost a third of our students, 29%, do not consider themselves to be clear and effective communicators. Yet, they are able to relate to people who are different from them (85%). Even though they may struggle to communicate 86% of students feel that they can build and keep healthy relationships. 80% of our students feel that they can take the perspective of people who are different from them. We also have 80% of students who understand what empathy is and how to practice it.

The data from the survey gives us an understanding of our students and from this we understand that about 20% of our students need more instruction and exposure to SEL content. All of our students benefit from content imbedded Social Emotional Learning, we use AVID strategies to provide opportunities for students to practice skills.

II. Component 1 Action Plan: People and Programs

How will you create a caring and connected school climate?

Baechtel Grove Middle School will create a caring environment by increasing student's meaningful participation and

students feeling that they are valued. We will create a connected school climate by increasing the caring relationships

between adults and students, having high expectations for student success, and providing opportunities for meaningful

participation in school as measured by the increase of student satisfaction on the CHKS.

Goal Statement:

Our school is a place where students feel safe and connected to school, even during Distance Learning.

Objective #1

We will create opportunities to be engaged in school, to participate in learning, to celebrate, and to remain connected in a remote learning environment.

III. Component 2 Action Plan: Place

Baechtel Grove will create a welcoming and supportive environment for all students by: using the WEB 6th grade mentor program, student led activities, and virtual celebrations as a means to create a physical/ virtual environment that communicates respect for learning and for individuals.

Goal Statement:

Students and Staff will be supportive and respectful of each other and the school environment during Distance Learning.

Objective #1

BGMS will continue to create opportunities for celebrations and interactions so that our school community will feel safe and connected in an Distance Learning environment.

Objective #2

Our school is prepared to respond in the event of a crisis or an emergency. The staff and students are provided with instruction and practice in how to respond in the event of an emergency..

Baechtel Grove Middle School makes every effort to maintain a school climate that is safe for students, staff, and visitors. There is a Vice Principal, three part time yard assistants that help maintain an orderly environment. Teachers are assigned student supervision responsibilities daily to aid our yard assistants.

[School Facility Conditions and Planned Improvements \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's [MS Excel format](#) (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 09/13/2019

This section should be kept to 1-2 paragraphs.

The school is maintained in poor condition according to the Williams review document. The underlying problems display themselves mostly as symptoms on these inspections. Those underlying core problems are aging buildings, extensive deferred maintenance and basic systems failing. These problems are the results of a lack of available resources over many years. Cleanliness of our facilities has been a priority at Baechtel Grove during this year when few teachers and students are in person. Many creative solutions implemented by staff have kept aging systems operating. They take great pride in providing the best facilities possible within the limits of the resources the district has available. Student responsibility to this end is a significant part of the

code-of-conduct. A custodial crew of two maintains a regular cleaning and maintenance schedule throughout the school. Larger maintenance projects are handled on an as-needed basis by the district maintenance staff. The playground, play fields, and planting beds, and other vegetation are maintained by a half-time groundskeeper. The exterior of the buildings are painted during the summer. Student bathrooms were remodeled during the summer of 2008. In 2010-11 the Willits community passed a bond measure to address four major areas of improvement to the school; modernize the library multimedia center, provide expanded music rehearsal space, improve student access and safety, playground improvements, provide visitor parking, and provide a photovoltaic system. Construction was completed in October of 2013. Pride graphics were added to the girls' bathroom in 2017-2018 by student and adult artists. The community did pass a bond measure in this 2020 election and will be using the funding to bring major repair to the school sites.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	9 Heating and cooling air filters need to be replaced (dirty).
Interior: Interior Surfaces	Poor	Asbestos floor tile needs repair, torn carpet, peeling paint, screens missing on windows, glue on ceilings, water stains on ceiling tiles, items stuck in ceiling tiles, broken ceiling tiles, corkboard is water damaged, stickers on windows, missing cupboard doors and off hinges, peeling contact paper, plant from outside growing through the walls and window, student outlets have burn marks, graffiti on student tables, spitwads on ceiling, light diffuser missing, blinds bent and broken, stained carpets
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Poor	Carpet very stained, toilets dirty and stained in bathrooms, graffiti on walls, Sanitary disposal cans are dirty and rusting, cafeteria walls are very dirty

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Electrical: Electrical	Good	outlet covers are missing, outlets have burned marks from students putting paper clips into outlets, light switch is broken
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Poor	sink clogged and won't drain, eyewash missing, broken water fountain, loose drinking fountain, 1 of 4 sinks are working, bathroom has faucets that do not work,
Safety: Fire Safety, Hazardous Materials	Good	fire extinguisher missing
Structural: Structural Damage, Roofs	Poor	Gutters are full and downspouts are leaking, ramps are rusty and wood on the sides is falling off, gutters are leaking,
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Fair	Ramps to classrooms need repair, rusting, rotting, and side covers are falling off, cracked window, graffiti scratched into windows, deck on ramps rotting and missing boards, pipe tip in gravel needs a cover, ramp needs smooth entry to blacktop, not a bump,
Overall Rating:	Poor	All items have been turned in to the maintenance department for repair.

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	19	18	17	90
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	1	2	3	5
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: September 2020

This section should be kept to 1-2 paragraphs.

The data was collected during the Williams Review on September 2019.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	California Collections, Houghton Mifflin Harcourt, 2017 Adopted 2018	Yes	0
Mathematics	Ready Math, Curriculum Associates, 2017 Adopted 2018 Algebra 1, Houghton Mifflin, 2015 edition, Adopted 2017	Yes	0
Science	Flexbooks CK 12 Middle School Earth, Physical, and Life Science Adopted 2017	Yes	0
History-Social Science	Teachers Curriculum Institute, 2006 edition Adopted 2005	Yes	0

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

◆ means data is not required. The fields are intentionally not provided.

[Expenditures per Pupil and School Site Teacher Salaries \(Fiscal Year 2018-19\)](#)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$14,212.66	\$4,677.99	\$9,534.67	\$52,081
District	◆	◆	\$9,728.88	\$58,289
Percent Difference: School Site and District	◆	◆	-2.0	-11.2
State	◆	◆	\$7,750	\$68,990
Percent Difference: School Site and State	◆	◆	20.7	-27.9

◆ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

The services provided by categorical funds are:

- Reading intervention courses during the regular day
- Mathematics intervention courses during the regular day
- Academic Support classes during the regular day
- After School Academic Intervention Program in Language Arts, and Mathematics
- Professional Development for teachers in CA Collections, Ready Math, AVID, and Delta Education Foss Science Units implementation
- AVID Program Summer Institute
- AVID Elective Sections, and District Director
- Educational Field Trips
- One to one Chromebooks for students
- Staff development for technology use in the classroom
- Intensive Language Arts instructional materials
- Supplemental Mathematics intervention materials
- Staff training to transition to CCSS instruction and for CCSS aligned materials
- Staff training in Trauma Informed practices
- Second Step Character Education teacher training
- Social Studies Framework training
- College visits by AVID students
- Read 180 reading program student use and staff development
- AR Reading Program and Books

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	6

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

Teachers take some time each year to improve their teaching skills and to extend their knowledge of the subjects they teach. Here you'll see the amount of time we set aside for the past three years for their continuing education and professional development.

The primary areas of focus for our staff development are; continuing our implementation of Professional Learning Communities, and examining our practices against best practices. During district staff development days staff work in PLC's to examine data from common and progress assessments in the cycle of inquiry. Teachers are supported through implementation of instructional practices by discussions after peer observations, support from their Department Chairperson, and informal Principal observations with feedback. A team of teachers attended the AVID Summer Institute each year, and plan to implement the strategies school wide. The teachers in the AVID program are supported with a School Site Team of trained AVID personnel. Teachers lead continuing professional development in these programs throughout the year, during the early release Tuesday Collaboration time, training other teachers in the use of school wide AVID organizational, and instructional strategies.

In 2018-2019 we started the year participating in professional development for the newly adopted ELA and Math curriculum, and setting up the culture and expectations in classrooms at the beginning of the school year. As a district we were involved in Trauma Informed, and Gender Inclusivity Practices training. On November 1 teachers participated in another Professional Development day looking more closely at State testing data to inform instruction, and the assessment pieces of the new programs. Our Tuesday collaboration days are focused on instructional strategies; classroom management, school wide AVID organizational and instructional strategies, and Classroom peer observation training.

In 2019-2020 the teaching staff had two professional development days before the beginning of the school year, and two more on October 31st and November 1st. During the first day teachers received professional development in several topics; infusing lessons with wonder and worth, building relational capacity, creating a safe learning community, including classroom expectations and looking at discipline data, relevant teaching, and intentional dialogues. The second day the topics included were; school wide discipline, including protocol and resources, classroom management strategies, Google Classroom tour, supporting with school wide expectations, managing materials-procedures/routines, room set-up seating, collaboration strategies, and a numbered heads instructional technique. The emphasis was on setting up interactive notebooks, and focusing on planing activities that integrate procedures and routines and content, but not curriculum, community and relationship building within the classroom, for the start of the school year. On October 31st we concentrated on identifying the English Learner supports in both the ELA and Math curricula, and accommodating content and instruction for students with special education services. On November 1st the different departments did an analysis of the SBAC test scores for 2019, and adjusted their pacing calendars, standards focus, and instructional practices to meet the identified needs for the state testing.

Due to an adjustment in our early release days this year, the teaching staff will only participate in about half of the early release days as in previous years. The emphasis of these workshops will be on analysis the end of the trimester assessments to inform instruction, including student performance data reporting, and professional development in the school wide organizational and instructional strategies of interactive notebooks, binder use, WICOR, Costa's levels of thinking, and specific classroom instructional strategies in each subject. Teachers continue to be supported during their implementation by the use of subject level walkthroughs and debriefing for take-a-ways, peer in-class coaching, and outside conferences for alignment to SBAC, and ELPAC assessments. In the 2020-2021 school year teachers were supported in trainings for distance learning. Two staff development days were dedicated to helping teachers set up their virtual classrooms. The expected teacher outcomes for four days of pre-service were; teachers who know the technology and can use it to teach kids how to use it independently, teachers use the online curriculum components to their adopted curricula , and these platforms; Google Classroom, Google Apps (especially accessibility apps), Screencastify, and You Tube videos, to deliver effective lessons for distance learning and preliminary list of how parents can help at home through informal conversations throughout the first two days. All four days were held virtually. A team of six teachers have taken advantage of the AVID Digital XP professional development for online learning. The Comprehensive School Improvement needs assessment is targeting these strategies for teacher professional development, as research based strategies; teaching diagnostically, analyzing unfinished learning, using AVID WICOR strategies, Compassion Fatigue, SEL integration, continued training in the Collections adopted curriculum, and the Ready Math curriculum, student engagement strategies coaching, and use of a variety of platforms, and tech tools. All of these topics are scheduled during our Tuesday early release collaboration times.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	10.8	14.3	4.9	5.9	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.


This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Blosser Lane Elementary School
Street	1275 Blosser Lane
City, State, Zip	Willits CA 95490
Phone Number	(707) 459-3232
Principal	Nancy Runberg
E-mail Address	nancyrunberg@willitsunified.com
School Website	
CDS Code	23-65623-6108369
School Logo	 <p>Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits CA 95490
Phone Number	(707) 459-5314
Superintendent	Mark Westerburg
Web Site	www.willitsunified.com
E-mail Address	markwesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Alex Bowlds Title: President
Member 2	Name: Jeanne King Title: Member
Member 3	Name: Robert Chavez Title: Member
Member 4	Name: Paula Nunez Title: Member
Member 5	Name: Dianne McNeal Title: Clerk
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westerburg
Administrator 1	Name: Kelley Labus Title: Director of Special Education
Administrator 2	Name: Trina Cardillo Title: Executive Assistant to Superintendent
Administrator 3	Name: Nikki Agenbroad Title: Director of Fiscal Services
Administrator 4	Name: Jennifer Maples Title: Director of Technology
Administrator 5	Name: Laura Sleeper Title: Human Resources Director

[School Description and Mission Statement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

The staff at Blosser Lane Elementary School promotes a safe, respectful, and responsible learning environment. We believe that each student has the right to learn and achieve to his or her full potential. We strive to instill a love of learning in our students. We establish high expectations and standards of learning, and we accept collaborative responsibility for ensuring each student's growth.

This year we have six 3rd grade classrooms, four 4th grade classrooms, four 5th grade classrooms, one combination 4th/5th grade classroom; two Resource Specialist Program classrooms, one Special Day class, and one Counseling Enriched classroom. We provide a full range of Special Education services, we have Gifted and Talented Education (GATE) cluster groups at each grade level, and provide English Language Development to our English Language learners. We use state adopted materials and teach the California state standards. Blosser has a full-time counselor to support children's social emotional needs.

The curriculum is consistent and progressive. We use the same general education programs at each grade level in the areas of English Language Arts, Mathematics, Science, and Social Studies. Additional intervention classes are provided in the areas of reading, mathematics, and writing as needed. Time is set aside on Tuesdays for teachers to collaborate and discuss student learning and teaching strategies. Teachers continue to participate in staff development opportunities throughout the year.

Nancy Runberg, Principal

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Blosser Lane has an active School Site Council with parent, teacher, and administrative members. This group reviews and revises our school site plan, our safety plan, and gives input on our district Local Control and Accountability Plan (LCAP) to support school improvement actions. Parent participation is requested in the determination and development of LCAP funding. The Kids Club of Willits operates an after school program at Blosser Lane until 6:00 p.m. each school day. Our PTO meets monthly to discuss ways to support our students and families, along with working ideas for fund-raising activities. Parents are encouraged to support teachers' classrooms by convenient means, attend special events and ceremonies, and communicate verbally and/or in writing with the teachers throughout the year. For many years, we have welcomed volunteer parents and community members in our classrooms. Parents, community members, and high school students come to the school to assist our students and teachers in the classrooms and on the playground.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The School Safety Plan is reviewed and revised annually to reflect the needs of the school community. The School Safety Committee, composed of representatives from each grade level and Special Education, begins the process by thoroughly reviewing the current safety plan. With input from the staff and the School Site Council, the plan is revised and approved by the School Site Council. The Positive Behavior Intervention Support (PBIS) program is a component of our School Safety Plan along with specific information and responsibilities to be performed by staff in the event of an emergency or disaster.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 11/20/2020

This section should be kept to 1-2 paragraphs.

Blosser Lane Elementary School opened in 1989. Visitors often comment on the beauty of the school campus.

There is a school cafeteria and stage, 21 full-size classrooms, plus two special education rooms with restrooms and kitchens, one small book room, one small meeting area between rooms 16 and 17, one school psychologist office, two RSP classrooms (one with a restroom), and one speech and language classroom. We have four sets of student restrooms accessible from the outside, including one set also accessible from the inside of the cafeteria. The main office complex is located in the middle of the campus. The staff room, library, conference room, principal’s office, main office, nurse’s office, a restroom accessible from the outside, and three inside restrooms are located in the main office complex. The pavement is lined for basketball, kickball, four square, volleyball, tether-ball, relays, and 1/8 mile run. The custodians, maintenance department, staff and students take very good care of our campus. Restrooms, classrooms, and all other buildings and facilities are clean and regularly maintained. Most classrooms have had the carpeting replaced. New paneling has been installed on some of the exterior walls.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	HVAC plant needs replaced, current HVAC plant consumes huge amount of energy with little benefit
Interior: Interior Surfaces	Poor	ceiling stains, carpet seams separating and rippling, lower cabinet door missing, wall paper rippling and tears
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Fair	Lots of abandoned but remaining low voltage wiring creating visual clutter in classrooms
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Fair	Interior fountains all disconnected due to lead. Filtered hydration stations installed on outside of buildings at intervals.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Fair	Evidence of failing roofs in every wing, siding is curling and cracking from sun exposure
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	
Overall Rating:	Fair	

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	18	19	19	
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	4	0	1	
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: September 2019

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Education Company, 2017 edition Adopted 2016	Yes	0
Mathematics	Everyday Mathematics, 2016 edition, McGraw Hill	Yes	0
Science	Pearson Scott Foresman, 2008 edition	Yes	0
History-Social Science	Harcourt School Publishers, 2007 edition	Yes	0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

◆ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are **highlighted yellow** are populated for you with data provided by CDE.
- Percent differences, **highlighted light-blue**, are calculated by this form.
- The remaining data was copied over from last year’s SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$14,035.25	\$4,412.75	\$9,622.50	\$54,846
District	♦	♦	\$9,728.88	\$58,289
Percent Difference: School Site and District	♦	♦	-1.1	-6.1
State	♦	♦	\$7,750	\$68,990
Percent Difference: School Site and State	♦	♦	21.6	-22.8

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Additional intervention classes are provided in the areas of reading, mathematics, and writing as needed. Time is set-aside on Tuesday afternoons for teachers to collaborate and discuss student learning and teaching strategies. Teachers continue to participate in staff development opportunities throughout the year. Paraprofessionals are utilized in the development and implementation of small group instruction and intervention.

There is a focus on research based intervention programs, progress monitoring tools, data reflection and discussions of Common Core State Standards. Staff is being supported by the Mendocino County Office of

Education in the development of Positive Behavior Intervention Support (PBIS) and Multi-Tiered Systems of Support (MTSS); certificated, classified, and administrative representation on both committees.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	5

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

Teachers take some time each year to improve their teaching skills and to extend their knowledge of the subjects they teach. Here you'll see the amount of time we set aside for the past three years for their continuing education and professional development. This year we have been focusing on enhancing our digital capabilities with the adopted curriculum. In addition, staff have been trained in online learning platforms and various digital tools to support remote learning. Also, staff has continued to receive training on research based intervention programs, progress monitoring tools, and data reflection. Staff is being supported by the Mendocino County Office of Education in the development of Positive Behavior Intervention Support (PBIS) and Multi-Tiered Systems of Support (MTSS) The staff is also receiving professional development for the Distance Learning Playbook. Three days per month, during our short days, teachers meet in Professional Learning Communities to review data, curriculum and plan for student success. During this time, staff also reflects upon needs for their programs.

Results of state, district, and classroom assessments are analyzed to develop needed professional development for Blosser Lane Elementary School. The site staff has focused upon:

1. Align pacing guides with state standards/curriculum's
2. Create and develop intervention programs for both ELA and Math that support struggling students, as well as implementing extension materials for students who are Proficient/Advanced.
3. Developing a school wide Writing program

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	4.4	7.4	4.9	5.9	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.


This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


[School Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Brookside Elementary School
Street	20 Spruce Street
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-5385
Principal	Kathleen Crossman
E-mail Address	KathleenCrossman@willitsunified.com
School Website	https://www.willitsunified.com
CDS Code	23-65623-6025290
School Logo	 Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here .

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-5314
Superintendent	Mark Westerburg
Web Site	www.willitsunified.com
E-mail Address	Markwesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Alex Bowlds Title: President
Member 2	Name: Jeanne King Title: Member
Member 3	Name: Dianne McNeal Title: Clerk
Member 4	Name: Robert Chavez Title: Member
Member 5	Name: Paula Nunez Title: Member
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westerburg
Administrator 1	Name: Kelley Labus Title: Special Education Director
Administrator 2	Name: Jennifer Maples Title: Technology Director
Administrator 3	Name: Laura Sleeper Title: Human Resources Director
Administrator 4	Name: Nikki Agenbroad Title: Business Services Director
Administrator 5	Name: Terry McEntee Title: Maintenance and Facilities Director

[School Description and Mission Statement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

Brookside Elementary School's Mission:

The staff and administration at Brookside School are committed to the mission of providing a quality educational program that enhances all our students' sense of worth with appropriate social and academic curricula.

School Vision Statement

The Brookside community works towards creating a school in which:

- Teachers and parents work together to promote healthy practices that enhance children's learning through the creation of a respectful, responsible, collaborative community.
- Classroom environments promote trust, respect, and tolerance. Children learn efficiently and feel safe and secure as learners.
- There is a commitment to high academic standards and increasing independence by respecting all students' needs, abilities, competencies, and interests. Use of assessments such as DIBELS for Reading and Math guide teaching, enhance learning and inform students and parents of individual achievement. The assessments inform teachers, administrators, and the community of school-wide progress.

- Faculty members regularly communicate and share ideas. As a team, we respect differences, voice concerns, and communicate openly in a safe, collaborative environment.
- There is a comprehensive plan for staff development that recognizes our interests and needs. Staff development is a process that takes time and includes regular collaboration, practice, and is assessment based.

The Brookside Elementary School Mission and Vision statements were developed collaboratively by the Brookside staff.

"Our Focus is Student Learning."

[Opportunities for Parental Involvement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

During remote learning due to the Covid-19 pandemic, volunteer opportunities for parents are limited to off-campus, safe social distancing options. Instead, we encourage parents and guardians to spend time supporting their child in distance learning. When out of distance learning and we no longer have the threat of Covid-19, the following will be in place...

The Willits community is very supportive of our schools. Parents have multiple opportunities to be involved at Brookside. There is an ambitious Parent Teacher Organization (PTO) whose primary purpose is to provide support and enrichment to the students and staff of Brookside Elementary. The PTO sponsors a Book Give Away to every student at the school four times per year. Additionally, the PTO provides materials for students and classrooms, a reading incentive program, funding for assemblies, and addresses other needs that arise. PTO parents join with teachers to create and lead events such as Spooky Story Night, Parent Coffees on the Playground with Principal, and Family Game Night. The school also participates in the Foster Grandparent program and welcomes a variety of other volunteers such as high school students who volunteer as part of their school program.

Classroom teachers, office personnel, and other staff members, as well as PTO officers, can help any parent become more involved with Brookside School. Families are encouraged to attend Back to School Night, Open House, Spooky Story Night, the costume parade, our Color Run, International Walk to School Day, and Family Game Nights/Book Exchanges. In addition to the annual Kindergarten Graduation, First Grade Sing, Second Grade Winter Program, and school-wide Talent Show, many classrooms invite families throughout the year to student presentations. Parents and family members are encouraged by teachers to volunteer in classrooms. Our PTO reimburses families for the costs of required fingerprinting so family members can volunteer. We have fingerprinting services available at Back to School Night.

Family and community members are an integral part of the School Site Council which takes an active role in helping to provide direction and support for Brookside School. The School Site Council also reviews the district LCAP and provides input into this plan. Reviewing and monitoring the site's Safety Plan and Single Plan for Student Achievement are also important roles of this Council.

Teachers, PTO officers, and school administrators communicate with families regularly through newsletters, notices, automated messages home, the school and district websites and Facebook pages, and articles in our

local newspapers.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

Typically, the school is guided by the School Safety Plan, however this year, in addition to the Safety Plan, we also are guided by the Willits Unified School District Brookside Health and Safety Procedures and Protocols, which were created in conjunction with our District Nurse to guide us safely through Covid-19 during distance learning, and as individuals or small groups of students return to school. Typically, our Safety Plan includes...

The School Safety Plan is reviewed and revised yearly by staff, the School Safety Committee, our Parent Teacher Organization and the Site Council. The Safety Plan was revised in November 2019, and there is a complete Safety plan on file at the District Office and at the Site. The well-being and safety of our students is our priority. Adult supervision is provided at all times while school is in session. Visitors to the campus are required to sign in at the office and obtain a visitor's pass. A system is in place for classroom and playground emergency assistance. Safety drills, including monthly fire drills, three lock-down drills, and an earthquake drill are conducted each year. Teams have been developed as part of the emergency plan to ensure that there would be staff assigned to stay with students and others assigned to help with the various tasks required during an emergency.

A site health aide is on-hand during school hours to provide first aid, administer prescribed medications, oversee required vaccinations, and organize health screenings. A licensed R.N. is available for consultation to coordinate special health needs of our students and others in the District. Playground equipment is checked to ensure safety. Behavioral expectations are taught and reviewed with students on a regular basis as part of our Building Effective Schools Together practices (BEST). Behavior standards for all areas of our school are explained and students are taught the expected behaviors. During 2013-2014, the district began implementation of the Elementary School Counseling grant which provided some intervention and counseling for students who need additional assistance. This grant continued in 2014-2015, 2015-2016, and 2016-2017, and included social skills groups, individual counseling, and family support services. Our school and district have continued to offer most of these services after the expiration of the grant.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 12/2020

This section should be kept to 1-2 paragraphs.

Brookside School is in good repair for a school sixty plus years old. There are signs of wear and tear, but overall the school is maintained. The custodians and maintenance crew inspect all playground equipment, fire extinguishers and all other safety related equipment. The site includes 26 classrooms of which 19 are used for rostered classrooms. There are two sets of student bathrooms and two other bathrooms available that can accommodate special needs. Additionally, two kindergarten classrooms and the full day special education classroom include bathrooms. A section of older portables are used for storage, the library, book room, reading support room, a kindergarten classroom, and staff room. The site also houses the State Pre-School. Head Start buildings are located on the Brookside campus. Fencing and gates were added to the west part of the site last year to improve safety. New windows were installed in the cafeteria to replace the original wooden single pane set. We are working diligently to keep our aging building in the best possible condition, including repairing newly identified leaks in roof. A bond was approved this year by voters and we plan to eventually replace an old set of portable classrooms.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Poor	<p>In classrooms: Trim edge over window needs fixed; Ceiling stains; Evidence from prior leak in ceiling tile; Two trip gaps in ramp covered with a mat; Rusty threshold; Small rise in floor; Door is evidence of slipping building foundation; Broken lower cabinet door in "kitchen area" of classroom; Gaps in ceiling tiles; Rust on ceiling beams; Sheet floor: seam opening; Rusting ramp; Two lights/tubes out; Evidence of prior roof leaks; Open clock box; Crack in ceiling tile; Rusted out downspout needs a part; Exposed current and past wiring; Broken spot on floor; Toilet runs; Rust on ceiling bracing.</p> <p>In library: Tiles with lots of cracked edges.</p> <p>In non-student/storage areas only: Holes in flooring, should be kept encapsulated. Partially abated carpet.</p> <p>Note: Work orders submitted</p>
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	Room 18- Storage Room in an area of school where students are not allowed.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Electrical: Electrical	Poor	Exposed wiring due to holes that need to be fixed (up high). Open slot in breaker panel at floor level. Work orders submitted.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Fair	Wet stained ceiling tile in middle of restroom. Toilet runs. Part of the floor is rotting and unstable. Toilet flushing issue. Work orders submitted.
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	Exterior paint cracking. Work orders submitted.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	Redwood tree roots lifting pavement
Overall Rating:	Fair	The west wing classrooms are significantly past their useful life and beyond cost-effective repairs. A Bond was just passed so we expect to soon get these buildings replaced. The campus needs new roofing, including the covered walkways between wings. All of the original wing flooring is well encapsulated and the classrooms were freshly painted. Much of the flooring has been damaged and should be replaced. Until then, maintenance is doing a good job of keeping it encapsulated. The school is doing well for being over 60 years old.

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	21	26	20	90
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	3	3	1	5
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: November 2020

This section should be kept to 1-2 paragraphs.

Our E/LA (Benchmark Advance 2017) and Math (McGraw Hill Everyday Math, 2016 edition) curriculum was adopted from the most recent list of the State Board of Education approved materials, in 2017. Science (Scott Foresman 2007) and social studies (Harcourt Brace 2007 edition and Houghton Mifflin 2005 edition) were adopted from the State Board of Education approved list of materials.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Advance 2017	Yes	0%
Mathematics	McGraw Hill Everyday Math, 2016 edition Adopted 2017	Yes	0%
Science	Scott Foresman 2007 edition	No	0%

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	Harcourt Brace 2007 edition Houghton Mifflin 2005 edition	No	0%
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

◆ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year’s SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$13,152.2	\$4,051.13	\$9,101.07	\$56,742
District	♦	♦	\$9,728.88	\$58,289
Percent Difference: School Site and District	♦	♦	-6.7	-2.7
State	♦	♦	\$7,750	\$68,990
Percent Difference: School Site and State	♦	♦	16.0	-19.5

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

A variety of programs and services exist to support and assist students:
 Intervention in Language Arts and Math provided by general education teachers and para-educators
 Intervention for general education students is provided by the RSP (resource) teacher
 Intervention for students in special education is provided by the RSP (resource) teacher
 Speech is provided for students identified by IEP
 Speech Club is provided for students not identified by IEP by a registered speech pathologist and a speech para-educator

Time is set aside for teachers to collaborate by grade-level and discuss student data and plan in-class interventions during PLC time on average of three Tuesdays per month (40 minutes)

Mendocino County Office of Education is providing support in the following areas:

Special Education

Occupational Therapy

Attendance

Positive Discipline

Multi-tiered Systems of Support at all system levels, in conjunction with Blosser Lane Elementary (Grades 3-5) and the school district

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	4

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

Teachers take time each year to improve their teaching skills and to extend their knowledge of the subjects they teach. Here you'll see how we used the time this site set aside for continuing education and professional development. In 20/21 we had four days set aside by the district for professional growth. Those full days do not include the opportunities used after school on early release days.

Our professional development for 2020/21 revolves around year 3 of our 3-year SUMS/MTSS Grant, which we received from the State of California and supported by our county office of education. The grant supports our work in implementing Multi-tiered Systems of Support, focusing on academics and attendance because our school-wide data indicated these are areas of needed growth. Our PD is also heavily influenced by remote learning due to Covid-19. Last year, based on the results of assessment, including DIBELS/Acadience Reading, our TK-5 teachers and para-educators utilized instructional strategies for phonemic awareness and phonics (Tiers 1-2), delivered by Trish Martin of Rewiring the Brain/Unlocking the Code. The training was delivered in webinar fashion throughout the school year. Up to four sessions of training were in the service of honing teacher and para-educator skills in presenting phonemic awareness and phonics, to build a strong foundation for learning to read. These strategies continue to be implemented in our teachers' daily pedagogy this year, even through remote learning, as we are a Grade TK-2 school and teaching all students to proficiently read is a primary focus. Our counselor continues to train staff in social/emotional learning and positive discipline, during after school pop-up type meetings, as requested and as data shows a need for support. Additional professional growth for teachers and para-educators is provided as requested, via Zoom or in very small 1-1 meetings. Para-educators are an important part of our instructional team and are always paid to stay late to attend all professional development.

Before school began, training our certificated staff and para-educators received via Zoom in the 2020/2021 year included publisher training in online instructional components (Benchmark Advance and Everyday Math-adopted programs). This year, topics included strategies for working remotely, such as how to use Zoom and 'Distance Learning Playbook' book study series by Fisher and Frey- presented by the authors, et al (brought to us by our county office of education), and academic support in Benchmark Advance Reading, Everyday Math, Reading A-Z/RAZ Kids, New Teacher Benchmark Advance, and Benchmark Advance Writing Training for Grades 2-5.

Since 2011, PLC teams met two to five times per month for forty minutes to review student performance data and analyze student achievement, discuss instructional practices and strategies - based on student data, and develop pacing guides and assessments. During some early release days, staff share training they have received or areas of expertise, e.g., Learning Ally (Tier 2 support for struggling readers), phonemic awareness, etc.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	2.0	1.4	4.9	5.9	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


[School Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Sanhedrin High School
Street	120 North Main St.
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-4801
Principal	Dr. Jeffrey A. Ritchley
E-mail Address	jeffritchley@willitsunified.com
School Website	www.willitsunified.com/o/sanhedrin
CDS Code	23 65623 2330066
School Logo	 <p>Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-5314
Superintendent	Mark Westerburg
Web Site	www.willitsunified.com
E-mail Address	markwesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Alex Bowlds Title: Member
Member 2	Name: Dianne McNeal Title: Member
Member 3	Name: Paula Nunez Title: Member
Member 4	Name: Jeanne King Title: Member
Member 5	Name: Robert Chavez Title: Member
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westerburg
Administrator 1	Name: Trina Cardillo Title: Executive Assistant to Superintendent
Administrator 2	Name: Nikki Agenbroad Title: Director of Fiscal Services
Administrator 3	Name: Jennifer Maples Title: Director of Technology
Administrator 4	Name: Laura Sleeper Title: Human Resources Director
Administrator 5	Name: Kelley Labus Title: Director of Special Education

[School Description and Mission Statement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

The staff and students of Sanhedrin Alternative High School promote a safe, respectful, caring, and nurturing alternative learning environment. We support individualized academic and personal growth with the goal of becoming critical thinkers and informed, active, and engaged citizens. Sanhedrin High School serves students grades 9-12. It is located at 120 N. Main Street. It has one main building that houses an office, kitchen, 5 classrooms, and a small library. A specialized program is also in place to support students requiring part-time attendance or additional time to complete graduation requirements.

Graduates from Sanhedrin High School are required to meet the 180 credits to earn a high school diploma as set by the State of California and the Willits Unified School District Board of Trustees. Sanhedrin High School has 3 teachers, a secretary, and an administrator. Students at Sanhedrin High School are allowed to take classes, and compete in Willits High School athletics, and participate in most school activities if they are eligible.

Sanhedrin High School implemented the LCAP (Local Control Accountability Plan) last year. The plan has three goals with district funds affiliated with them. The three goals are: 1) Students will be prepared to be college and or career ready. 2) Students will be provided academic support to promote language, mathematical and technology literacy 3) Students and families will be supported and encouraged to advocate healthy lifestyle choices. Each year the goals will build upon each other. When goals are met, they will be replaced with new goals each year, and monies will be allocated to support each goal. In 2018, SHS received WASC accreditation for an additional six years.

Mission Statement:

Willits Unified School District staff and students in a partnership with parents and community members, provide a challenging, caring and safe educational environment, which prepares students to be positive members of the community, effective communicators, problem solvers, and lifelong learners.

Motto:

We came, We Saw, We learned

School Colors

Maroon and White

School Mascot: Hawk

Dr. Jeffrey Ritchley, Director

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Parents of Sanhedrin High School are encouraged to be involved in their student's education. Our Student Government Team invites parents and community members to attend activities, chaperone events/ fieldtrips, and help with fundraising. The director serves as the contact person for parent involvement.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The school safety plan is reviewed annually, and is current with all guidelines outlined by the California State Department of Education and Federal guidelines. The School Safety Plan provides a comprehensive description of emergency situations and action procedures.

Throughout the day staff and teachers monitor grounds for safety. The Director and staff review appropriate safety procedures with students on an ongoing basis. Visitors must sign in with the office upon arrival. The safety plan is updated annually in the spring.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 12/30/2020

This section should be kept to 1-2 paragraphs.

Sanhedrin Alternative High School was built in 1989. The school site has a large garden, basketball court, art room, weight room, and parking lot. In 2018, the staff built a weight room for the students. Facility inspection reports are available at the Willits Unified Maintenance Department.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	All Systems in mechanical working order. Rating 100%.
Interior: Interior Surfaces	Good	Interior surfaces clean, safe, and functional. Rating 100%.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly. Rating 100%.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Electrical: Electrical	Good	Electrical systems, components, and equipment appear to be working properly. Rating 100%
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	Restrooms in the vicinity of the area being evaluated appear to be accessible during school hours, clean, functional and in compliance. Rating 100%.
Safety: Fire Safety, Hazardous Materials	Good	The fire equipment and emergency systems appear to be functioning properly. Rating 100%
Structural: Structural Damage, Roofs	Good	There does not appear to be structural damage that has created or could create hazardous or uninhabitable conditions. Rating 100%.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	The playground equipment and school grounds in the vicinity of the area being evaluated appear to be clean, safe, and functional. Rating 100%
Overall Rating:	Good	School was constructed in 1989. Overall appearance of exterior is good and in working condition. Rating: Good.

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	3	3		
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0		
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0		

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instruction materials for each student 3) and information about the school’s use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: September 2020

This section should be kept to 1-2 paragraphs.

The following books are board adapted textbooks for Sanhedrin High School.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Write Source, 2004 edition Character Based Literacy, Milligan news Company Incorporated CA Collections, 2017, Houghton Mifflin, Resolution 2017/18-3	Yes	0
Mathematics	AGS, Consumer Math, 2002 edition Pre-Algebra, 2012 Edition, Holt McDougal, Larson, Resolution 2012/13-4 Algebra 1 & 2, Houghton Mifflin, 2015, Digital and Print Components Geometry, 2015, Kanold et al, Resolution 2015/16-1	Yes	0

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Science	AGS Earth Science Grades 9-12 2004 Biology Grades 9-12 2004	Yes	0
History-Social Science	AGS World History Grades 9-12 2001 U.S. History Grades 9-12 2005 U.S. Government Grades 9-12 2005 Economics Grades 9-12 2005	Yes	0
Foreign Language			
Health	AGS Life Skills Health Grades 9-12 1999	Yes	0
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

◆ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$11,941.97	\$2,992.02	\$8,949.95	\$62,029
District	♦	♦	\$9,728.88	\$58,289
Percent Difference: School Site and District	♦	♦	-8.3	6.2
State	♦	♦	\$7,750	\$68,990
Percent Difference: School Site and State	♦	♦	14.4	-10.6

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Odysseyware provides students with access to online courses and credit recovery. Intervention classes are offered in the afternoon. All students have access to Chrome books for student use, that are maintained daily. Willits High School academic counselors are available for students through out the day. All students are provided services through Willits High School and other county services such as Mendocino Youth Project. In 2020, Mendocino County Youth Project moved their Willits services office to Sanhedrin High School.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	4

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

During the 2018-2019 school year, the staff at Sanhedrin High School developed a WASC (Western Association of Schools and Colleges) plan that finalized the transition of the high school from a continuation to an alternative high school. As a result of the WASC process, the school was accredited for six years in fall 2018. Within the plan, students individual needs are addressed, and the plan lays out a path so that all students may graduate from high school. All staff development is carried out on early release Tuesdays. In the summer of 2018, half the staff attended "Paper Tigers" Conference, that focused on working with students in crisis. In 2019, the other half of the staff will be trained.

In 2019-2020, the staff at Sanhedrin High School have continued staff development through individual monitoring:

1. Aligning pacing guides with state standards/curriculums.
2. Creating and developing an intervention program for both ELA and Math that supports struggling students.
3. Developing a school wide writing program.
4. Developing a curriculum for Common Core State Standards that is in line with district and state mandates yet accessible for the independent study student.
5. Creating lessons which align with the new Common Core State Standards.
6. Emotional support for students is provided through Mendocino County Youth Project.
7. Staff and administration work together to leave no child left behind by building individual learning plans with the students.
8. Staff member teaches CCS 100 College and Careers through Mendocino College and all students must participate at some point.
9. Implemented Odysseyware for struggling students as a system of credit recovery.

In 2020-2021, the staff at Sanhedrin High School created a packet program to meet the needs of the students during the COVID-19 epidemic.

Each course is broken into either 5 one credit packets or 10 one credit packets. Packet are available in the following subjects

English I: 10 packets

English II: 10 packets

English III: 10 packets

Consumer Math: 5 packets

Pre-Algebra: 10 packets

Algebra: 10 packets

Geometry: 10 packets

World History: 10 packets

US History: 10 packets

Civics: 5 packets

Economics: 5 packets

Biology: 10 packets

Earth Science: 10 packets

The staff at SHS are supported through a full time alternative education administrator, in/out of class coaching, and meetings with the Director daily. All student performance data is shared at staff meetings.

School Completion and Postsecondary Preparation

This section applies to schools serving grades 9-12 only.

If your school does not serve grades 9-12, simply skip and leave this section blank.

It will not be included in the full SARC.

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

In 2019-2020, Currently all CTE programs are offered through Willits High School in agriculture, patient care, construction, computers, business, band, art, and technology. Each student at SHS must finish a pathway by senior year in order to graduate. Students are concurrently enrolled in both schools.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions						
Expulsions						

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.

This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


School Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Sherwood Elementary School
Street	1277 Blosser Lane
City, State, Zip	Willits Unified School District
Phone Number	707-459-5314
Principal	Mark Westerburg
E-mail Address	markwesterburg@willitsunified.com
School Website	
CDS Code	23-65623-6104590
School Logo	Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here .

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits, CA 95490
Phone Number	7074595314
Superintendent	Mark Westerburg
Web Site	www.willitsunified.com
E-mail Address	markwesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Alex Bowlds Title:
Member 2	Name: Dianne McNeal Title:
Member 3	Name: Robert Chavez Title:
Member 4	Name: Jeanne King Title:
Member 5	Name: Paula Nunez Title:
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westerburg
Administrator 1	Name: Nikki Agenbroad Title: Director of Business Services
Administrator 2	Name: Kelly Labus Title: Director of Special Education
Administrator 3	Name: Laura Sleeper Title: Director of Human Resources
Administrator 4	Name: Jennifer Maples Title: Director of Technology
Administrator 5	Name: Terry McEntee Title: Director of Maintenance & Transportation

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

Sherwood School is an alternative small school located ten miles outside of Willits, California. Sherwood School serves a widely scattered population living on ranches, homesteads, and an Indian Reservation within the Sherwood Road vicinity. The school is also open to all students living in and around the Willits community. The school has an enrollment of approximately 55 students in kindergarten through eighth grade. The school currently consists of three classrooms (K-2, 3- 5 and 6-8) which are supervised by a shared principal, 3 FTE teaching staff, 1.0 FTE combined district position: secretary/classroom assistant, and 3 part time Instructional assistants.

Sherwood School is partially funded by a state grant for a Necessary Small School which is administered by the Willits Unified School District. Since its opening in 1984, the operations of Sherwood School have depended upon the combined support of the parents and the Willits Unified School District. Parents have volunteered their time providing reliable transportation to school as well as maintenance, construction and improvements to the school.

The 1984 agreement establishing Sherwood Elementary School outlined the joint responsibility for Special Education Services. The District offers Special Education services to the students and parents are responsible to transport their student to and from the services that are available in town.

Sherwood School is fortunate to have an extremely active parent group known as Friends of Sherwood School, Inc. This group actively seeks out grants and fund-raises to provide additional experiences for the students

such as field trips, art and music instruction.

The combined efforts of the district, parents, teachers and students to improve the quality of education at Sherwood, results in a cooperative, family-like environment where children are excited about learning.

Sherwood Elementary School is a common core standards based family oriented learning community. Provides a safe, respectful, and nurturing environment for all students. The staff, parents, students, and Community encourages all students to reach their highest academic and social potential while being confident independent thinkers and responsible citizens.

Mark Westerburg

Opportunities for Parental Involvement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

Parent involvement is a key factor to the success of Sherwood Elementary School. Parents are encouraged to volunteer in their child's classroom and share time, expertise, and/or resources. Parent participation is requested in the determination and development of LCAP funding. Friends of Sherwood School, Inc. (F.O.S.S.I.), a non-profit educational foundation, is open to all families and other interested parties who wish to support Sherwood School. This organization's funds enrich and enhance the school's programs by providing funding for field trips, cultural arts activities, supplemental materials and equipment, and guest speakers. Families and members of the community are invited to share in the fundraising activities: Fall Festival, and candy sales. Parents receive regular written communication including notes/letters from teachers, notification of activities, and newsletters and access to grades and attendance through online services.

School Safety Plan (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The school safety plan is adopted annually and provides a comprehensive description of emergency situations and action procedures; earthquake, fire, crisis communication, and other emergencies. A school site critical incident box and first aid kit are located in each classroom and in the school office. A safe orderly environment, with consistent rules, is reinforced with individual and school-wide incentives. Fire drills are conducted as required by state law.

School Facility Conditions and Planned Improvements (School Year 2020-21)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's MS Excel format (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 09/17/2019

This section should be kept to 1-2 paragraphs.

Facilities information is on file at the Willits Unified District Office.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Fair	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	
Overall Rating:	Good	The office is old and needs to be updated or replaced. The restrooms have some rust. The K-2 and 3-5 portables are still in good condition. The MS portable is in great condition and fire rated.

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	3	3		
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0		
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0		

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: September 2019

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Education Company, (K-5) Adopted 2017 CA Collections, (6-8), Houghton Mifflin Harcourt, 2017 edition	Yes	0
Mathematics	K- 5 Everyday Mathematics, 2016 McGraw Hill Algebra 1, 2015, Houghton Mifflin Harcourt, Resolution 2017/18-2 Ready Math, Curriculum Associates, (6-8) 2017 edition	Yes	0
Science	Scott Foresman, (K-2), 2007-2008 edition Pearson Scott Foresman, (3-5), 2008 edition Flex Books Earth, Physical and Life Sciences, 6-8 grades, Technology Based, Resolution 2017/18-8	Yes	0
History-Social Science	Harcourt Grades K, 3-5, 2007 edition Houghton Mifflin, Grades 1-2, 2005 edition TCI Social Studies, Grades 6-8, 2006 edition	Yes	0
Foreign Language			
Health			
Visual and Performing Arts			
Science Laboratory Equipment (grades 9-12 schools only)			

◆ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year’s SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12,080.37	\$2,612.50	\$9,467.86	\$61,618
District	♦	♦	\$9,728.88	\$58,289
Percent Difference: School Site and District	♦	♦	-2.7	5.6
State	♦	♦	\$7,750	\$68,990
Percent Difference: School Site and State	♦	♦	20.0	-11.3

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Additional intervention classes are provided in the areas of reading, mathematics, and writing as needed. Time is set-aside on Tuesday afternoons for teachers to collaborate and discuss student learning and teaching strategies. Teachers continue to participate in staff development opportunities throughout the year. Instructional aides are utilized in the development and implementation of small group instruction and intervention.

There is a focus on research based intervention programs, progress monitoring tools, data reflection and discussions of Common Core State Standards. Teachers are working with Unlocking the Code Reading and

having math meetings at grade levels.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

Teachers take some time each year to improve their teaching skills and to extend their knowledge of the subjects they teach. Here you'll see the amount of time we set aside for the past three years for their continuing education and professional development. This year we have been focusing on research based intervention programs, progress monitoring tools, data reflection and discussions of Common Core State Standards. Staff is being supported in the development in the Common Core lesson design and implementation. Three days per month, during our short days, teachers meet in Professional Learning Communities to review data, curriculum and plan for student success. During this time, staff also reflects upon needs for their programs.

Results of state, district, and classroom assessments are analyzed to develop needed professional development. From 2013 to 2017, the site staff has focused upon:

1. Aligning pacing guides with state standards/curriculums
2. Creating and developing an intervention program for both ELA and Math that supports struggling students as well as implementing extension materials for students that are Proficient/Advanced
3. Developing school wide Writing programs.
4. DIBELS reading assessment on every student 3 times a year.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	0.0	0.0	4.9	5.9	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

2020 SARC Input Form

THIS IS NOT THE FULL SARC TEMPLATE. DO NOT POST TO YOUR WEBSITE.


This template is provided as a tool to update your SARC and contains only a list of required reporting components that our team isn't able to retrieve from public sources (i.e., Dataquest and SARC data files). Please review and complete each section of this template for completeness and accuracy. DTS will import publicly available data as it becomes available.

This template provides guidance in each section to assist you through the update process. You can also click on the section title for any of the sections to review detailed guidance from CDE regarding the reporting requirements. A full version of CDE's data elements document can be downloaded by [clicking here](#).

A list of answers to frequently asked questions can be reviewed by [clicking here](#). Please feel free to contact the DTS Support Team by [clicking here](#).


[School Contact Information \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include **current** School Contact Information for your school.

School Name	Willits High School
Street	299 N. Main St.
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-7700
Principal	Michael Colvig
E-mail Address	michaelcolvig@willitsunified.com
School Website	https://www.willitsunified.com/o/whs
CDS Code	23-65623-2335487
School Logo	 <p>Click the button to upload your school's logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Contact Information (School Year 2020-21)

Please review and complete the information below as needed. This section should include **current** District Contact Information for your district.

District Name	Willits Unified School District
Street	1277 Blosser Lane
City, State, Zip	Willits, CA 95490
Phone Number	(707) 459-5314
Superintendent	Mark Westerburg
Web Site	www.willitsunified.com
E-mail Address	markwesterburg@willitsunified.com
District Logo	 <p>Click the button to upload your district logo. Logos should not be larger than 1.5" x 1.5". You can also request upload support by clicking here.</p>

District Governing Board

Please review and complete the information below as needed. This section should include **current** contact District Governing Board information for your district.

Member 1	Name: Jeanne King Title: Board Member
Member 2	Name: Dianne McNeal Title: Board Member
Member 3	Name: Robert Chavez Title: Board Member
Member 4	Name: Alex Bowlds Title: Board Member
Member 5	Name: Paula Nunez Title: Board Member
Member 6	Name: Title:
Member 7	Name: Title:
Member 8	Name: Title:
Member 9	Name: Title:
Member 10	Name: Title:

Member 11	Name: Title:
Member 12	Name: Title:

District Administration

Please review and complete the information below as needed. This section should include **current** District Administration information for your district.

Superintendent	Mark Westenburg
Administrator 1	Name: Mark Westenburg Title:
Administrator 2	Name: Trina Cardillo Title: Executive Assistant to Superintendent
Administrator 3	Name: Nikki Agenbroad Title: Director of Fiscal Services
Administrator 4	Name: Jennifer Maples Title: Director of Technology
Administrator 5	Name: Laura Sleeper Title: Human Resources Director
Administrator 6	Name: Kelley Labus Title: Director of Special Education

School Description and Mission Statement (School Year 2020-21)

Please review and complete the information below as needed. This section should include information about your school, its programs and its goals. This section should be kept to 2-3 paragraphs.

As a community of learners we value our mission statement: "Willits High School staff and students, in partnership with parents and community members, provide a challenging, caring and safe educational environment, which prepares students to be positive members of the community, effective communicators, problem solvers, and lifelong learners". Posted in the library and around the school our community has also adopted the saying "Today Determines Tomorrow", which is echoed through the generations of Willits High School Graduates. As of December 2020, Willits High School enrollment is 406, within a district of 1520 students, in a community that has a population of about 4,888, as of the 2010 census. There are 28 certificated full time teachers, 2 counselors, 1 counselor/psychologist, and 6 instructional assistants, 1 campus supervisor, 1 assistant principal, and a principal serving the students of Willits High School.

Willits High School prides itself in its diverse course offerings, that include the essential core courses in college prep English, social studies, science, and mathematics. Our student body is exposed to many electives that include: sequenced art courses, music, concert band, woodworking, construction, Spanish I-AP, welding, physical education courses, drama, health, technology and 8 sequenced agricultural classes. The commitment to athletic and extra-curricular programs is equally strong. Willits High School currently has football, basketball, wrestling, track and field, cross country, softball, baseball, tennis, cheer, and soccer programs. Willits High School has many clubs that students may participate in such as FFA (Future Farmers of America), Peace Club, Travel Club, spirit squad, rodeo, knitting, etc...

In addition to these diverse programs, WHS prides itself on aggressive efforts to promote a post secondary experience for graduates. To assist students selecting 2 or 4 year colleges or universities, military, or career technical field, WHS has 10 CTE pathways that help students gain valuable hands on experience as they progress towards graduation. Students receive help filling out college applications, participating in career technical inventories that assist students with selecting a career field, and internships for students. The guidance department empowers students to stay focused on school activities, academics, and engagement while learning the necessary steps in creating post secondary goals.

Willits High School implemented the LCAP (Local Control Accountability Plan). The plan has three goals with district funds affiliated with them. The three goals are: 1) Students will be prepared to be college and/or career ready 2) Students will be provided academic support to promote language, mathematical and technological literacy. 3) Students and families will be supported and encouraged to advocate healthy lifestyle choices. When goals are met, they will be replaced with new goals each year, and monies will be allocated to support each goal.

Michael Colvig
Principal

[Opportunities for Parental Involvement \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parental involvement. This section should be kept to 1-2 paragraphs.

At Willits High School we believe that strong parent involvement in their students education is the number one indicator of student success. Parent representatives are elected to serve on the Willits High School Site Council. Staff are elected and are voted upon by their peers yearly, parents are voted in during Back to School Night in two year terms, and students are elected to the site council in the leadership class. The Site Council fulfills state mandated functions such as development and approval of required reports and plans. These plans include the School Site Plan of Student Achievement and Security Plan. Additionally, the Council approves categorical budgets such as site based Title I allocations.

Parents are welcome to volunteer in classrooms, serve as guest speakers, help chaperone dances, assist with athletic programs, and support student learning in other ways. The WHS Boosters club is an excellent way for parents to actively support student activities at WHS. Parents interested in these types of support activities need a fingerprint clearance, for more information they should contact the principal or the administrative secretary at (707) 459-7700. Willits High School is actively attempting to build parent involvement through Back to School parent nights, open house, performing art shows, involvement nights, ELAC and DLAC committees.

[School Safety Plan \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information about the school's comprehensive safety plan, including the dates on which the safety plan was last annually reviewed, updated, and discussed with school faculty and a student representative, as well as a brief description of the key elements of the plan (do not paste your entire safety plan in this field). This section should be kept to 1-2 paragraphs.

The WHS School Safety Plan identifies areas of improvement for school climate and school safety. In addition, the safety plan includes emergency preparation and procedures. Each spring the WHS School Site Council votes to approve the School Safety Plan. The School Safety Plan is based upon suspension data, the California Healthy Kids Survey and input from all stakeholders as represented by Site Council membership.

Primary objectives in the school safety plan include: 1) student attendance, 2) violence prevention, 3) substance abuse issues, 4) gang suppression, 5) securing the campus from unauthorized visitors and exiting students 6) drill procedures, 7) administrative regulations 8) lock down procedures,. These objectives are developed and communicated with stakeholders in Site Council meetings, staff bulletins, school website, parent newsletters, and staff development trainings.

The Principal and Assistant Principal are responsible for managing school safety and discipline matters. The Principal also manages all emergency staff training and school drills.

[School Facility Conditions and Planned Improvements \(School Year 2020-21\)](#)

Please review and complete the information below as needed. This section should include information from the most recently collected Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- Description of any needed maintenance to ensure good repair

FIT tools completed using CDE's [MS Excel format](#) (only) can be submitted to DTS for import by [clicking here](#). To see an example of the CDE FIT Tool, [click here](#). Requests for multiple schools should be sent in one email. Otherwise, please review and complete the information below as needed.

Year and month of the most recent FIT report: 9/16/2019

This section should be kept to 1-2 paragraphs.

School Facility Good Repair Status (School Year 2020-21)

Using the most recently collected **Facility Inspection Tool (FIT)** data (or equivalent), provide a summary statement of the condition of the school facility, as required by Education Code sections 17014, 17032.5, 17070.75(a), and 17089(b), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

This data should match the most recent inspection/FIT report for your school.

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Poor	Multiple ceiling tiles either stained, broken, sagging and broken hinges on a cabinet. Carpeting seams splitting, small holes.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Poor	Missing diffusers, dark fixtures, dark tubes, replace diffusers and tubes, open wiring
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Fair	sewer drains poorly
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Fair	fix a door closer, rusty ramps, cracked or irregular concrete walkways, rusty doors

System Inspected	Repair Status (the marks should match your most recent inspection)	Repair Needed and Action Taken or Planned
Overall Rating:	Fair	School needs a new roof and has sewer and water problems. Heating system in main building is ancient. Many walkways surfaces are irregular. Many WC ramps have trip hazards that could have serious consequences for WC users. New trim paint on main building and interior paint in some classrooms are nice upgrades. Have noticed improvements each year.

Teacher Credentials

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Teachers at this School	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	28	26	28	
Without Full Credential Without a full credential (includes LEA and university internships, pre-internships, emergency or other permits, and waivers)	0	0	0	
Teaching Outside Subject Area of Competence CDE does not collect data on the number of teachers teaching outside their subject area of competence (with full credential). Teaching outside subject area data should be available in the LEA's personnel office. In most instances, teaching outside subject area is a subset of total teacher misassignments (see data definition for Teacher Misassignments).	0	0	0	

Teacher Misassignments and Vacant Teacher Positions

Please review and complete the information below as needed. This section should include the number of teachers that fall into each category listed for the year indicated.

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.	0	0	0
Total Teacher Misassignments 'Misassignments' refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.	0	0	0
Vacant Teacher Positions 'Vacant Teacher Positions' refer to positions not filled by a single designated teacher assigned to teach the entire course at the beginning of the school year or semester.	0	0	0

Textbooks and Instructional Materials (School Year 2020-21)

This section describes 1) whether the textbooks and instructional materials used at the school are from the most recent adoption, 2) whether there are sufficient textbooks and instructional materials for each student 3) and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

List all textbooks and instructional materials used in the school in **core subjects** (reading/language arts, math, science, and history-social science), including:

- Year they were adopted
- Whether they were selected from the most recent list of standards-based materials adopted by the State Board of Education (SBE) or local governing board
- Percent of students who lack their own assigned textbooks and/or instructional materials*
- For kindergarten through grade 8 (K-8), include any supplemental curriculum adopted by local governing board

If an insufficiency exists, the description must identify the percent of students who lack sufficient textbooks and instructional materials. Be sure to use the most recent available data collected by the LEA and note the year and month in which the data were collected.

This data should match the most recent adoption of textbooks for your LEA.

Year and month in which the data were collected: September 2020

This section should be kept to 1-2 paragraphs.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	CA Collections, Houghton Mifflin Adopted 2017	Yes	0%
Mathematics	Pre-Algebra, Hold McDougal, Larson Adopted 2017 Algebra II, Houghton Mifflin Harcourt Adopted 2017 Geometry, Houghton Mifflin Harcourt Adopted 2015 Pre -Calculus, Addison Wesley Adopted 2011 Calculus, Prentice hall Adopted 2006	Yes	0%
Science	Physical Science, Houghton Mifflin Harcourt Adopted 2019 Earth Science, Glencoe McGraw Hill Adopted 2007 Biology, Prentice Hall Adopted 2018 Chemistry Holt Adopted 2002 Physics, Holt Rinehart-Winston Adopted 2002	Yes	0%
History-Social Science	World History - Modern Times, Glencoe Adopted 2008 America Pathways to the Present, Prentice Hall Adopted 2003 Economics: Principles & Practices, Glencoe McGraw-Hill Adopted 2003	Yes	0%

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Foreign Language	Prentice-Hall, Spanish 1, Realidades 1, 2004 edition Adopted 2004/2005	Yes	0%
Health	Comprehensive Health Goodheart-Willcox Company, copyright 2018 Adopted 2020	Yes	0%
Visual and Performing Arts	Auditorium musical instruments	Yes	0%
Science Laboratory Equipment (grades 9-12 schools only)	Microscopes -20 Scales - 22 Beakers - 145 Test Tubes Stands - 3 Flasks - 84 Stands - 14 Long Tubes - 40 Jars - 86 Thermometers -6 Graduated Cylinders -41 Funnels -3 Sink and Running Water Stations -2 stations	Yes	0%

◆ means data is not required. The fields are intentionally not provided.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2018-19)

Please review and complete the information below as needed.

- The fields that are highlighted yellow are populated for you with data provided by CDE.
- Percent differences, highlighted light-blue, are calculated by this form.
- The remaining data was copied over from last year's SARC and should be reviewed/updated, with data from FY 18-19.

The most recent data available from CDE is for fiscal year 2018-19. For comparison purposes, data for the same fiscal year is requested from the school.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 18-19, is correct.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$15,158.76	\$4,499.49	\$10,659.27	\$60,324
District	♦	♦	\$9,728.88	\$58,289
Percent Difference: School Site and District	♦	♦	9.1	3.4
State	♦	♦	\$7,750	\$68,990
Percent Difference: School Site and State	♦	♦	31.6	-13.4

♦ means data is not required. The fields are intentionally not provided.

Restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

Unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

Types of Services Funded (Fiscal Year 2019-20)

Please review and complete the information below as needed. This section should include specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services.

As this template is thoroughly reviewed each year, please note that the year listed, fiscal year 19-20, is correct.

Summer school intervention courses were offered, the Mendocino County Youth Project, and after school support intervention was offered during the school year. Intervention classes during the school day were offered to struggling students as part of the master schedule. Students were able to repeat courses failed from the 1st term, during the 2nd term. Creation of a Senior Seminar course to help student's plan for the transition between graduation and the workplace or post secondary plans.

Professional Development (2018-19, 2019-20 and 2020-21)

Please review and complete the information below as needed. This section should include the number of days provided for professional development and continuous professional growth in 2018-19, 2019-20 and 2020-21.

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	3	4	6

Optionally, use this space to share information on the annual number of days provided for professional development and continuous professional growth for the school years 2018-19, 2019-20 and 2020-21.

Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance data reporting, etc.)?

This section should be kept to 1-2 paragraphs.

Traditionally, teachers take some time each year to improve their teaching skills and to extend their knowledge of the subjects they teach. Here you'll see the amount of time we set aside for the past three years for their continuing education and professional development. Specific Tuesdays are set aside as an early release day, where students are released an hour early. During this time teachers meet in "Professional Learning Communities". In these PLC's teachers collaborate about student achievement, analyze benchmark assessments, and student growth. Teachers are currently focusing on instructional strategies, close reading, and text complexity in their Professional Learning Communities. They are also focusing on learning the Common Core State Standards. Each department reviews and updates pacing guides annually. It is the goal of the teachers to create grade level, subject specific common assessments within their respected discipline. Many teachers choose to attend Common Core departmental conferences that are available in order to stay updated with current practices. Other teachers attended Mendocino County departmental collaborative events. All students receive Chrome Books and the teachers receive professional development in the use of Chrome Books in the classroom. The leadership team presents school-wide strategies to improve teaching practices during the scheduled professional development time.

With Covid-19, the professional development prior to school starting centered around learning a new online learning platform. Each teacher did an online course designed to learn how to structure their courses in an online learning environment called Canvas. Subsequent training was focused upon getting their curriculum organized online through Canvas. Staff members utilized their own internal supports from teachers who already had experience with Canvas as well as from online video training.

Each term the teachers give assessments to see if students are performing according to the common core state standards. The teachers are preparing the students for full inclusion within the Common Core State Standards, and preparing the students for the 11th grade science assessment and the Smarter Balanced Assessment in English and Math.

The principal walks through the classrooms and supports teachers in their teaching methodologies through coaching and mentoring. This time is extremely valuable and is considered sacred in the school. The principal is able to support the teachers and reinforce what they have been discussing in the PLC's. This also lets the students know that there is an administrative presence within the classroom and school which lowers student discipline referrals. During distance learning, the support provided to teachers is done remotely through phone calls, online zoom meetings and classroom visits through zoom.

School Completion and Postsecondary Preparation

**This section applies to schools serving grades 9-12 only.
If your school does not serve grades 9-12, simply skip and leave this section blank.
It will not be included in the full SARC.**

Career Technical Education Programs (School Year 2019-20)

Please review and complete the information below as needed. This section should include information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

As this template is thoroughly reviewed each year, please note that the year listed, 19-20, is correct. This section should be kept to 1-2 paragraphs.

Willits High School offers opportunities for students to gain real life experience in career technical education programs. The school offers credits for both special education and regular education work experience programs. All programs are accredited through the Western Association of Schools and Colleges. This accreditation allows students to gain real life experience, and transfer the experience into high school credits. Each year, local CTE committees meet to certify the CTE programs, through local Willits agencies, organizations, and commerce. Willits High School currently offers 10 CTE pathways and is expanding within the pathways to bring more skill based courses to the school.

- 1-AgriScience - Sustainable Ag, Ag Soil Chemistry, Ag Systems Management, Animal Science
- 2-Patient Care - Health, Scrubs, Medical Terminology
- 3-Plant & Soil Sciences - Ag Mechanics Construction, Landscaping, Environmental Horticulture, Sustainable Gardening
- 4-Graphic Production Technology - Computer Skills, Computer Applications, Multimedia Design, Advanced Multimedia Design
- 5-Financial Services - Computer Skills, Computer Applications, Personal Finance, Accounting
- 6-Residential & Commercial Construction - Construction, Advanced Construction, Understanding Blueprints
- 7-Cabinetry, Millwork & Woodworking - Woodworking, Advanced Woodworking
- 8-Welding & Materials Joining - Ag Mechanics Construction, Welding, Advanced Welding
- 9-Design, Visual & Media Arts - Fundamentals. of Art, Two Dimensional Art, Mixed Media Art, Painting, Print

Making, Three Dimensional Art, Yearbook

10-Performing Art - Guitar, Piano, Chorus, Concert Band, Hip Hop Dance, Drama

Each of the CTE teachers, with administration and local industry representatives comprise the CTE advisory committee.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	5.0	6.8	4.9	5.9	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

**WILLITS UNIFIED SCHOOL DISTRICT
SUPERINTENDENT'S OFFICE**

TO: Board of Trustees
FROM: Mark Westerburg, Superintendent
DATE: January 13, 2021
RE: Board Policy Revision- **BP 2121 - Superintendent's Contract**

Priority:

Communication

Objective:

To conduct a final read of the revised policy

Background:

(BP revised)

Policy updated to add professional development as an optional component that may be addressed in the superintendent's contract, consistent with CSBA's Superintendent Contract Template. Section on "Termination of Contract" deletes material related to maximum cash settlement requirements for contracts executed prior to January 1, 2016, since state law limits the term of the contract to a maximum of four years.

Funding/Source:

None

Recommendation:

Administration recommends the board conduct a final read of the revised policy

Superintendent's Contract

The Governing Board of Trustees believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration, ~~and shall ensure~~ the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

(cf. [0200](#) - Goals for the School District)

(cf. [0460](#) – Local Control and Accountability Plan)

(cf. [2120](#) - Superintendent Recruitment and Selection)

(cf. [4312.1](#) - Contracts)

(cf. [9000](#) - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code [35031](#)
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board.

(cf. [4154/4254/4354](#) - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. [3350](#) - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of ~~his/her~~ personal vehicle.

(cf. [4040](#) - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. [4161/4261/4361](#) - Leaves)

(cf. [4161.1/4361.1](#) - Personal Illness/Injury Leave)

(cf. [4161.2/4261.2/4361.2](#) - Personal Leaves)

(cf. [4161.5/4261.5/4361.5](#) - Military Leave)

(cf. [4161.8/4261.8/4361.8](#) - Family Care and Medical Leave)

6. Professional Development

76. General duties and responsibilities of the position

(cf. [2110](#) - Superintendent Responsibilities and Duties)

87. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. [2140](#) - Evaluation of the Superintendent)

~~8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board~~

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code [35031](#), and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's his/her official capacity in the performance of employment related duties. ~~related to his/her employment~~

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code [54957.6](#) (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code [54956](#), [54957](#), [54957.6](#))

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. [9320](#) - Meetings and Notices)

(cf. [9321](#) - Closed Session Purposes and Agendas)

(cf. [9321.1](#) - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code [3511.1](#), [53262](#), [54953](#))

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code [53262](#), [54953](#), [54957.6](#))

(cf. [1340](#) - Access to District Records)

(cf. [3580](#) - District Records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. [4117.5/4217.5/4317.5](#) - Termination Agreements)

In such an event, ~~the maximum~~ any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed ~~the Superintendent's his/her~~ monthly salary multiplied by the number of months left on the contract or, ~~if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed~~ the Superintendent's monthly salary multiplied by 12, whichever is less. (Government Code [53260](#))

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code [53260](#), [53261](#))

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code [53260](#))

In addition, if the Superintendent is convicted of a crime involving an abuse of ~~his/her~~ office or position, ~~the Superintendent he/she~~ shall reimburse the district for payments ~~he/she~~ received as paid leave salary pending investigation or as cash settlement upon ~~his/her~~ termination, and for any funds expended by the district in ~~his/her defense defending the Superintendent~~ against a crime involving ~~the Superintendent's his/her~~ office or position. (Government Code [53243-53243.4](#), [53260](#))

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-413289.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, ~~2015~~

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <https://oag.ca.gov>

Policy WILLITS UNIFIED SCHOOL DISTRICT

adopted: April 11, 2018 Willits, California

revised: January 2021

Superintendent's Contract

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration, the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

(cf. [0200](#) - Goals for the School District)

(cf. 0460 – Local Control and Accountability Plan)

(cf. [2120](#) - Superintendent Recruitment and Selection)

(cf. [4312.1](#) - Contracts)

(cf. [9000](#) - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code [35031](#)
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board.

(cf. [4154/4254/4354](#) - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. [3350](#) - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of a personal vehicle.

(cf. [4040](#) - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. [4161/4261/4361](#) - Leaves)

(cf. [4161.1/4361.1](#) - Personal Illness/Injury Leave)

(cf. [4161.2/4261.2/4361.2](#) - Personal Leaves)

(cf. [4161.5/4261.5/4361.5](#) - Military Leave)

(cf. [4161.8/4261.8/4361.8](#) - Family Care and Medical Leave)

6. Professional Development

7. General duties and responsibilities of the position

(cf. [2110](#) - Superintendent Responsibilities and Duties)

8. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. [2140](#) - Evaluation of the Superintendent)

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code [35031](#), and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's official capacity in the performance of employment related duties.

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code [54957.6](#) (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code [54956](#), [54957](#), [54957.6](#))

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. [9320](#) - Meetings and Notices)

(cf. [9321](#) - Closed Session Purposes and Agendas)

(cf. [9321.1](#) - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code [3511.1](#), [53262](#), [54953](#))

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code [53262](#), [54953](#), [54957.6](#))

(cf. [1340](#) - Access to District Records)

(cf. [3580](#) - District Records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. [4117.5/4217.5/4317.5](#) - Termination Agreements)

In such an event, the maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed the Superintendent's monthly salary multiplied by the number of months left on the contract or the Superintendent's monthly salary multiplied by 12, whichever is less. (Government Code [53260](#))

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code [53260](#), [53261](#))

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code [53260](#))

In addition, if the Superintendent is convicted of a crime involving an abuse of office or position, the Superintendent shall reimburse the district for payments received as paid leave salary pending investigation or as cash settlement upon termination, and for any funds expended by the district in defending the Superintendent against a crime involving the Superintendent's office or position. (Government Code [53243-53243.4](#), [53260](#))

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41328 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <https://oag.ca.gov>

Policy WILLITS UNIFIED SCHOOL DISTRICT

adopted: April 11, 2018 Willits, California

revised: January 2021

WILLITS UNIFIED SCHOOL DISTRICT
SUPERINTENDENT'S OFFICE

TO: Board of Trustees
FROM: Mark Westerburg, Superintendent
DATE: January 13, 2021
RE: Board Policy Revision- **BP 3600 - Consultants**

Priority:

Communication

Objective:

To conduct a final read of the revised policy

Background:

(BP revised)

Policy updated to reflect **NEW LAW (AB 5)** which codifies a three-part test, established in *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Policy also updates the statement on nondiscrimination to include additional protected categories, and reflects law regarding harassment of or by an independent contractor.

Funding/Source:

None

Recommendation:

Administration recommends the board conduct a final read of the revised policy

Consultants

The Governing Board of Trustees authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as independent contractors consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine, ~~in accordance with Internal Revenue Service guidelines,~~ that the individual firm, or organization consultant is properly classified as an independent contractor. ~~District employees who perform extra duty consultant services shall not be retained as independent contractors. A person, firm, or organization~~ They shall be considered an employees rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3) for all purposes, even if the additional services are not related to their regular duties.

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

(cf. 3312 - Contracts)

~~The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.~~

~~All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.~~

(cf. 3311 - Bids)

(cf. 3312 - Contracts)
(cf. 4132/4232/4332 - Publication or Creation of Materials)

~~(cf. 3551 - Food Service Operations/Cafeteria Fund)~~

(cf. 4030 - Nondiscrimination in Employment)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors ~~applying for a consultant contract~~ shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

~~(cf. 9270 - Conflict of Interest)~~

When employees of a public university, county office of education or other public agency serve as consultants or independent contractors in other capacities ~~resource persons~~ for the district, they shall certify as part of the ~~consultant~~ agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for ~~the~~ district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

82019 Designated employee

87302 Conflict of interest code

LABOR CODE

2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy WILLITS UNIFIED SCHOOL DISTRICT

adopted: August 7, 2013 Willits, California

revised: January 2021

Consultants

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine, that the individual firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be

performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. [9270](#) - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

Legal Reference:

EDUCATION CODE

[220](#) Prohibition of discrimination

[10400-10407](#) Cooperative improvement programs

[17596](#) Limit on continuing contracts

[35010](#) Control of districts; prescription and enforcement of rules

[35172](#) Promotional activities

[35204](#) Contract with attorney

[44925](#) Part-time readers employed as independent contractors

[45103](#) Classified service in districts not incorporating the merit system

[45103.5](#) Contracts for food service consulting services

[45134-45135](#) Employment of retired classified employee

[45256](#) Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee

87302 Conflict of interest code

LABOR CODE

2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy WILLITS UNIFIED SCHOOL DISTRICT

adopted: August 7, 2013 Willits, California

revised: January 2021

**WILLITS UNIFIED SCHOOL DISTRICT
SUPERINTENDENT'S OFFICE**

TO: Board of Trustees
FROM: Mark Westerburg, Superintendent
DATE: January 13, 2021
RE: Approval of Intercounty Mechanical & Electrical, INC to complete the HVAC in main building at Willits High School.

Priority: Fiscal

Objective: To approve Intercounty Mechanical & Electrical, INC to complete the HVAC in main building at Willits High School.

Background

Proposals were due on January 4, 2021, 1:00pm. We received a total of one(1) proposal. The following firms submitted proposals:

1. Intercounty Mechanical & Electrical, INC

Funding/Source

Measure "I" funds.

Recommendation

Administration recommends the Board approve Intercounty Mechanical & Electrical, INC to complete the work required to complete the geotechnical reports and topographic surveys.

NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board of the Willits Unified District, of the County of Mendocino, State of California, will receive sealed bids for the WHS Main Building Classroom Replacement HVAC up to, but not later than, 1:00 p.m., on January 4, 2021, and will thereafter publicly be open and read aloud the bids. All bids shall be received at the office of the Superintendent, California.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available for examination at the office of the Superintendent, 1277 Blosser Lane, County of Mendocino, California and on Willits Unified School District Website.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. New legislation signed in June 2014 for California, requires contractors to comply with new labor compliance procedures as defined in Senate Bill No. 854. A piece of this new legislation significantly changed procedures governing the enforcement of prevailing wage requirements for all public works projects in California, including all school districts projects. The requirements begin with registration as a public works contractor at the **Department of Industrial Relations** (DIR) web site; <http://www.dir.ca.gov/Public-Works/PublicWorks.html> . Each contractor submitting a bid will be verified by the Willits Unified School District through checking the DIR website for proper registration.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. This Contract is subject to a Labor Compliance Program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapters 4 and 4.5.
11. This Contract is not subject to a Compliance Monitoring Unit program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapter 4 and 4.5.
12. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: **C10, C20, and C38.**
13. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 10%.
14. **XXX No Bidders' Conference.**
15. Site Walk through on 12/28/20 at 9:00am Willits High School Office.

WILLITS UNIFIED SCHOOL DISTRICT

By: _____



DATED: December 15, 2020

Scope of Work and Technical Specification

WUSD Main Building HVAC

Background

1. The District plans to perform upgrades to Willits High School Main Bldg. HVAC in classrooms currently being served by boiler supplied steam heat to cast iron CI radiators.
2. The classrooms will be upgraded to a Daikin VRV heat pump system with existing CI radiators replaced by Daikin standalone units.

3. Schedule of Events:

EVENT	TIME/DATE
Contractor Bid Package is available	8:00am 12/17/20
Site Walk	9:00am 12/28/20
Contractor Bids Due	1:00pm 1/4/21
Evaluation and Selection of Contractor	8:00am 1/5/21
Final Completion	5:00pm 4/16/21

Work By WUSD Maintenance Staff

1. Removal of existing steam radiators in class rooms 5, 6, 8, 9, & 10 to be done by WUSD Maintenance Department.
2. All supply and condensation piping to be capped off below floor at crawlspace by WUSD Maintenance.
3. Radiators to be put on pallets and taken to Maintenance yard for disposal by WUSD Maintenance.
4. Project finishes: All patching, painting, cabinet and trim work as a result of demolition and installation to be done by WUSD Maintenance.

General Notes & Conditions

1. Project completion date shall be no later than April 16, 2021
2. All work to be completed by C10, C20, and C38 classification licensed contractors respectively.
3. All equipment to be manufactured by Daikin and installed by Daikin certified installers.

4. Existing conditions discussed at the time of the pre-bid meeting based on field observations. They are given for guidance. While care has been exercised to accurately represent existing conditions. It is the contractor's responsibility to field-verify actual dimensions and conditions.
5. Contractor shall be solely responsible for the means, methods, and sequences of construction and the safety of construction personnel and authorized visitors.
6. Contractor shall be solely responsible for locating all utilities within the area of construction prior to start of the project.
7. Contractor shall inspect any conditions under which work will be performed and report to the WUSD Maintenance Director any conditions detrimental to the timely completion and satisfactory results of the project. Do not proceed until satisfactory conditions are corrected.
8. As necessary, provide temporary barricades or other forms of protection to prevent the public and WUSD personnel from construction activity.
9. The contractor is to secure the construction site daily prior to leaving the site.
10. Contractor shall follow all manufacturers' recommended procedures to install equipment.

HVAC Unit Specifications

A. General:

1. Heat exchanger radiator units to be Daikin VRV FXLQ12MVJU9 indoor standing floor units in classrooms with CI steam radiators.
2. Heat exchanger radiator units to be Daikin VRV FXNQ09MVJU9 indoor concealed floor units in classrooms 9 and 10 to replace built in radiators.
3. 12 Ton VRV-IV Heat Recovery Unit to be Daikin REYQ144TTJU.
4. Navigation Remote Controllers Daikin BRC1E73
5. Cloud Wi-Fi Adaptor Daikin AZAI6WSCDKA-DKN

Conduit, Wire, Drain Lines

All apparatus, conduit systems, etc. shall be installed and interconnected so as to form complete systems as herein. Contractor shall furnish and install all work necessary to make complete working systems. Contractor shall be responsible for furnishing and installing all fused disconnect switches, conduits, wire, fittings, etc. for connections. Install all electrical equipment where it is not already installed as a part of a unit. Contractor shall furnish fused disconnect switches if they are not existing. Fuses shall be dual element, rated per equipment manufacturer's requirements. Thermal overload switches shall be furnished for all fractional horsepower motors where such protection is needed but the equipment provided does not have built in thermal protection. Contractor shall provide conduit and wire for controls rated 115V and higher.

A. Conduit

1. Contractor must use galvanized rigid steel conduits (RSC) for any new or replaced conduit.
2. All seal tight connections at units shall be replaced with new seal tight.

B. Wire:

1. All wire installed shall be of a standard manufacturer as approved by the National Board of Fire Underwriters and shall be of the size as required.
2. All wire shall bear the Underwriters' Laboratory label.
3. All power wiring conductors shall be type THWN or THHN copper.

Start-Up and Commissioning Services

A. Contractor shall be responsible for proper operation of all systems, minor subsystems, and services provided.

1. Contractor is responsible for the start-up and commissioning of every unit installed. All systems must be fully functional and operational after installation. If follow-up work is required to bring the system into compliance with the design intent, the District shall not be charged.

B. Personnel performing commissioning and startup services shall be Daikin certified, fully qualified, experienced, and normally engaged in this type of work.

C. Contractor shall ensure all control systems are calibrated and functioning properly including calibration, set point, etc. of each control device.

D. Final and complete commissioning prior to final acceptance and payment.

Operations and Maintenance Manuals, Training

A. Provide Operation and Maintenance manuals and documentation to District personnel.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

End of Scope of Work

BID PROPOSAL FORM

Governing Board
Willits Unified School District

Dear Members of the Governing Board:

The undersigned, doing business under the name of Intercounty Mechanical & Electrical, Inc, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed North WHS Main Building HVAC proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the sum of one hundred thirty two thousand dollars & 00/100 Dollars (\$ 132,000.00).

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the Ohio Casualty Ins Co surety company in an amount of not less that ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

Respectfully submitted,

Company: _____ INTERCOUNTY MECHANICAL &

Address: _____ ELECTRICAL, INC.

_____ 189 WABASH AVENUE

_____ UKIAH, CA 95482

By: _____ *Aimee Shields*

_____ *(Please Print Or Type)*

Signature: _____ *[Handwritten Signature]*

Title: _____ *Secretary*

Date: _____ *12-28-20*

Telephone: _____ *707-462-9800*

Contractor's License No: *926337* Expiration Date *12-31-22*

- Required Attachments: Subcontractor List Form
Non-Collusion Declaration
Bid Bond (or Cashier's or Certified Check)
Workers' Compensation Certificate

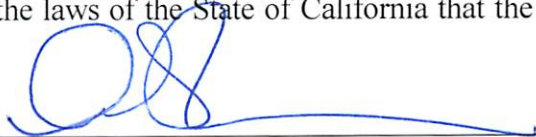
NONCOLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

Aimee Shields, declares that he or she is Secretary of Intercounty Mechanical & Electrical, Inc., the party making the foregoing bid, and affirms 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, or 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 correct; 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.

Date: 12-28-20


Signature



Liberty Mutual.

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Intercounty Mechanical & Electrical, Inc.

of 189 Wabash Ave. Ukiah, CA. 95482

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

Willits Unified School Dist.

of 1277 Blosser Lane, Willits, CA 95490

(hereinafter called the Obligee) in the penal sum of

Ten Percent (10%) of the bid amount -----

Dollars \$ -----10%----- lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated January 4th, 2021 for

Installation of new Daikin VRV system

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: December 17th, 2020

Intercounty Mechanical & Electrical, Inc.

(Principal)

By:

[Handwritten signature]

The Ohio Casualty Insurance Company

By:

[Handwritten signature: Cheryl Griggs]

Cheryl Griggs,

(Attorney-in-Fact)

NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board of the Willits Unified District, of the County of Mendocino, State of California, will receive sealed bids for the WHS Main Building Classroom Replacement HVAC up to, but not later than, 1:00 p.m., on January 4, 2021, and will thereafter publicly be open and read aloud the bids. All bids shall be received at the office of the Superintendent, California.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available for examination at the office of the Superintendent, 1277 Blosser Lane, County of Mendocino, California and on Willits Unified School District Website.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. New legislation signed in June 2014 for California, requires contractors to comply with new labor compliance procedures as defined in Senate Bill No. 854. A piece of this new legislation significantly changed procedures governing the enforcement of prevailing wage requirements for all public works projects in California, including all school districts projects. The requirements begin with registration as a public works contractor at the **Department of Industrial Relations** (DIR) web site; <http://www.dir.ca.gov/Public-Works/PublicWorks.html> . Each contractor submitting a bid will be verified by the Willits Unified School District through checking the DIR website for proper registration.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. This Contract is subject to a Labor Compliance Program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapters 4 and 4.5.
11. This Contract is not subject to a Compliance Monitoring Unit program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapter 4 and 4.5.
12. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: **C10, C20, and C38.**
13. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 10%.
14. **XXX No Bidders' Conference.**
15. Site Walk through on 12/28/20 at 9:00am Willits High School Office.

WILLITS UNIFIED SCHOOL DISTRICT

By: _____

DATED: December 15, 2020

Scope of Work and Technical Specification

WUSD Main Building HVAC

Background

1. The District plans to perform upgrades to Willits High School Main Bldg. HVAC in classrooms currently being served by boiler supplied steam heat to cast iron CI radiators.
2. The classrooms will be upgraded to a Daikin VRV heat pump system with existing CI radiators replaced by Daikin standalone units.

3. Schedule of Events:

EVENT	TIME/DATE
Contractor Bid Package is available	8:00am 12/17/20
Site Walk	9:00am 12/28/20
Contractor Bids Due	1:00pm 1/4/21
Evaluation and Selection of Contractor	8:00am 1/5/21
Final Completion	5:00pm 4/16/21

Work By WUSD Maintenance Staff

1. Removal of existing steam radiators in class rooms 5, 6, 8, 9, & 10 to be done by WUSD Maintenance Department.
2. All supply and condensation piping to be capped off below floor at crawlspace by WUSD Maintenance.
3. Radiators to be put on pallets and taken to Maintenance yard for disposal by WUSD Maintenance.
4. Project finishes: All patching, painting, cabinet and trim work as a result of demolition and installation to be done by WUSD Maintenance.

General Notes & Conditions

1. Project completion date shall be no later than April 16, 2021
2. All work to be completed by C10, C20, and C38 classification licensed contractors respectively.
3. All equipment to be manufactured by Daikin and installed by Daikin certified installers.

NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board of the Willits Unified District, of the County of Mendocino, State of California, will receive sealed bids for the WHS Main Building Classroom Replacement HVAC up to, but not later than, 1:00 p.m., on January 4, 2021, and will thereafter publicly be open and read aloud the bids. All bids shall be received at the office of the Superintendent, California.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available for examination at the office of the Superintendent, 1277 Blosser Lane, County of Mendocino, California and on Willits Unified School District Website.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. New legislation signed in June 2014 for California, requires contractors to comply with new labor compliance procedures as defined in Senate Bill No. 854. A piece of this new legislation significantly changed procedures governing the enforcement of prevailing wage requirements for all public works projects in California, including all school districts projects. The requirements begin with registration as a public works contractor at the **Department of Industrial Relations** (DIR) web site; <http://www.dir.ca.gov/Public-Works/PublicWorks.html> . Each contractor submitting a bid will be verified by the Willits Unified School District through checking the DIR website for proper registration.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. This Contract is subject to a Labor Compliance Program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapters 4 and 4.5.
11. This Contract is not subject to a Compliance Monitoring Unit program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapter 4 and 4.5.
12. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: **C10, C20, and C38.**
13. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 10%.
14. **XXX No Bidders' Conference.**
15. Site Walk through on 12/28/20 at 9:00am Willits High School Office.

WILLITS UNIFIED SCHOOL DISTRICT

By: _____

DATED: December 15, 2020

NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board of the Willits Unified District, of the County of Mendocino, State of California, will receive sealed bids for the WHS Main Building Classroom Replacement HVAC up to, but not later than, 1:00 p.m., on January 4, 2021, and will thereafter publicly be open and read aloud the bids. All bids shall be received at the office of the Superintendent, California.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available for examination at the office of the Superintendent, 1277 Blosser Lane, County of Mendocino, California and on Willits Unified School District Website.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. New legislation signed in June 2014 for California, requires contractors to comply with new labor compliance procedures as defined in Senate Bill No. 854. A piece of this new legislation significantly changed procedures governing the enforcement of prevailing wage requirements for all public works projects in California, including all school districts projects. The requirements begin with registration as a public works contractor at the **Department of Industrial Relations** (DIR) web site; <http://www.dir.ca.gov/Public-Works/PublicWorks.html> . Each contractor submitting a bid will be verified by the Willits Unified School District through checking the DIR website for proper registration.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. This Contract is subject to a Labor Compliance Program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapters 4 and 4.5.
11. This Contract is not subject to a Compliance Monitoring Unit program as described in the Labor Code and Title 8 of the California Code of Regulations, Subchapter 4 and 4.5.
12. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: **C10, C20, and C38.**
13. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 10%.
14. **XXX No Bidders' Conference.**
15. Site Walk through on 12/28/20 at 9:00am Willits High School Office.

WILLITS UNIFIED SCHOOL DISTRICT

By: _____



DATED: December 15, 2020

Scope of Work and Technical Specification WUSD Main Building HVAC

Background

1. The District plans to perform upgrades to Willits High School Main Bldg. HVAC in classrooms currently being served by boiler supplied steam heat to cast iron CI radiators.
2. The classrooms will be upgraded to a Daikin VRV heat pump system with existing CI radiators replaced by Daikin standalone units.

3. Schedule of Events:

EVENT	TIME/DATE
Contractor Bid Package is available	8:00am 12/17/20
Site Walk	9:00am 12/28/20
Contractor Bids Due	1:00pm 1/4/21
Evaluation and Selection of Contractor	8:00am 1/5/21
Final Completion	5:00pm 4/16/21

Work By WUSD Maintenance Staff

1. Removal of existing steam radiators in class rooms 5, 6, 8, 9, & 10 to be done by WUSD Maintenance Department.
2. All supply and condensation piping to be capped off below floor at crawlspace by WUSD Maintenance.
3. Radiators to be put on pallets and taken to Maintenance yard for disposal by WUSD Maintenance.
4. Project finishes: All patching, painting, cabinet and trim work as a result of demolition and installation to be done by WUSD Maintenance.

General Notes & Conditions

1. Project completion date shall be no later than April 16, 2021
2. All work to be completed by C10, C20, and C38 classification licensed contractors respectively.
3. All equipment to be manufactured by Daikin and installed by Daikin certified installers.

4. Existing conditions discussed at the time of the pre-bid meeting based on field observations. They are given for guidance. While care has been exercised to accurately represent existing conditions. It is the contractor's responsibility to field-verify actual dimensions and conditions.
5. Contractor shall be solely responsible for the means, methods, and sequences of construction and the safety of construction personnel and authorized visitors.
6. Contractor shall be solely responsible for locating all utilities within the area of construction prior to start of the project.
7. Contractor shall inspect any conditions under which work will be performed and report to the WUSD Maintenance Director any conditions detrimental to the timely completion and satisfactory results of the project. Do not proceed until satisfactory conditions are corrected.
8. As necessary, provide temporary barricades or other forms of protection to prevent the public and WUSD personnel from construction activity.
9. The contractor is to secure the construction site daily prior to leaving the site.
10. Contractor shall follow all manufacturers' recommended procedures to install equipment.

HVAC Unit Specifications

A. General:

1. Heat exchanger radiator units to be Daikin VRV FXLQ12MVJU9 indoor standing floor units in classrooms with CI steam radiators.
2. Heat exchanger radiator units to be Daikin VRV FXNQ09MVJU9 indoor concealed floor units in classrooms 9 and 10 to replace built in radiators.
3. 12 Ton VRV-IV Heat Recovery Unit to be Daikin REYQ144TTJU.
4. Navigation Remote Controllers Daikin BRC1E73
5. Cloud Wi-Fi Adaptor Daikin AZAI6WSCDKA-DKN

Conduit, Wire, Drain Lines

All apparatus, conduit systems, etc. shall be installed and interconnected so as to form complete systems as herein. Contractor shall furnish and install all work necessary to make complete working systems. Contractor shall be responsible for furnishing and installing all fused disconnect switches, conduits, wire, fittings, etc. for connections. Install all electrical equipment where it is not already installed as a part of a unit. Contractor shall furnish fused disconnect switches if they are not existing. Fuses shall be dual element, rated per equipment manufacturer's requirements. Thermal overload switches shall be furnished for all fractional horsepower motors where such protection is needed but the equipment provided does not have built in thermal protection. Contractor shall provide conduit and wire for controls rated 115V and higher.

A. Conduit

1. Contractor must use galvanized rigid steel conduits (RSC) for any new or replaced conduit.
2. All seal tight connections at units shall be replaced with new seal tight.

B. Wire:

1. All wire installed shall be of a standard manufacturer as approved by the National Board of Fire Underwriters and shall be of the size as required.
2. All wire shall bear the Underwriters' Laboratory label. 3. All power wiring conductors shall be type THWN or THHN copper.

Start-Up and Commissioning Services

A. Contractor shall be responsible for proper operation of all systems, minor subsystems, and services provided.

1. Contractor is responsible for the start-up and commissioning of every unit installed. All systems must be fully functional and operational after installation. If follow-up work is required to bring the system into compliance with the design intent, the District shall not be charged.

B. Personnel performing commissioning and startup services shall be Daikin certified, fully qualified, experienced, and normally engaged in this type of work.

C. Contractor shall ensure all control systems are calibrated and functioning properly including calibration, set point, etc. of each control device.

D. Final and complete commissioning prior to final acceptance and payment.

Operations and Maintenance Manuals, Training

A. Provide Operation and Maintenance manuals and documentation to District personnel.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

End of Scope of Work

BID PROPOSAL FORM

Governing Board
Willits Unified School District

Dear Members of the Governing Board:

The undersigned, doing business under the name of Intercounty Mechanical & Electrical, Inc, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed North WHS Main Building HVAC proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the sum of one hundred thirty two thousand dollars & 00/100 Dollars (\$ 132,000⁰⁰).

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the Ohio Casualty Ins. Co. surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

Respectfully submitted,

Company: INTERCOUNTY MECHANICAL &

Address: ELECTRICAL, INC.
189 WABASH AVENUE
UKIAH, CA 95482

By: Aimee Shields
(Please Print Or Type)

Signature: 

Title: secretary

Date: 12-28-20

Telephone: 707-462-9800

Contractor's License No: 926337 Expiration Date 12-31-22

- Required Attachments: Subcontractor List Form
Non-Collusion Declaration
Bid Bond (or Cashier's or Certified Check)
Workers' Compensation Certificate

NONCOLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

Aimee Shields
Secretary of Intercounty Mechanical & Electrical, Inc., declares that he or she is the party making the foregoing bid, and affirms 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, or 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 correct; 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.

Date: 12-28-20


Signature



Liberty Mutual.

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Intercounty Mechanical & Electrical, Inc.

of 189 Wabash Ave. Ukiah, CA. 95482

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto Willits Unified School Dist.

of 1277 Blosser Lane, Willits, CA 95490

(hereinafter called the Obligee) in the penal sum of

Ten Percent (10%) of the bid amount -----

Dollars \$ -----10%----- lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated January 4th, 2021 for

Installation of new Daikin VRV system

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: December 17th, 2020

Intercounty Mechanical & Electrical, Inc.

(Principal)

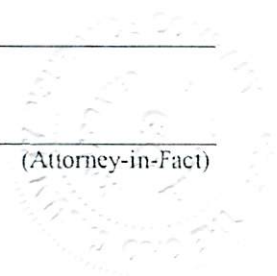
By: [Signature]

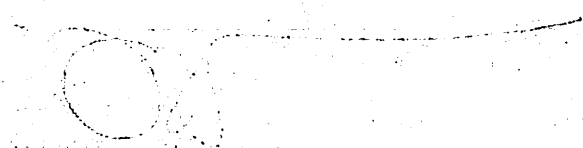
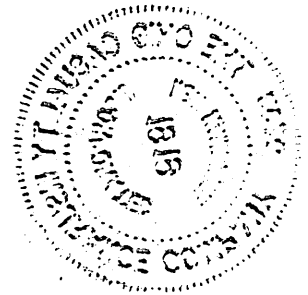
The Ohio Casualty Insurance Company

By: Cheryl Griggs

Cheryl Griggs,

(Attorney-in-Fact)





[Faint, illegible text, likely bleed-through from the reverse side of the page]

1915

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sonoma }

On 12/17/20 before me, Sheila Mary Harden, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

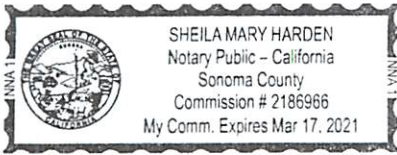
personally appeared Cheryl Griggs
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Cheryl Griggs

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
The Ohio Casualty Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204309-980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bruce G. Okrepkic, Cheryl Griggs, Danika Mott, Fred Vitas, Jamic Boone, Jeff Okrepkic, Jody A. Johnson, Robb Daer

all of the city of Santa Rosa state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of September, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of September, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) 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 employees."

I am aware of the provisions of §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 and will require all Subcontractors to do the same.

Intercounty Mechanical & Electrical, Inc.

Contractor

By: _____

In accordance with Article 5 (commencing at §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.

Proposal

CONTRACTORS LICENSE NO. 926337

Page No. 1 of 1 Pages



189 Wabash Avenue
Ukiah, CA 95482
Fax (707) 462-9801
Ph (707) 462-9800

PROPOSAL SUBMITTED TO Willits Unified School District		PHONE	DATE 12/28/20
STREET		JOB NAME VRV heat recovery	
CITY, STATE and ZIP CODE		JOB LOCATION Main Hall - North Wing - Rooms 5, 6, 8, 9 & 10	
ARCHITECT	DATE OF PLANS	CONTACT Terry	PHONE

We hereby submit specifications and estimates for:

Installation of Daikin VRV heat recovery system. Indoor units will be floor standing and concealed floor standing. Outdoor unit will be mounted on housekeeping pad on east side of building. Control to be Daikin Navigation controller with Daikin Wi-Fi cloud adapter. Demo steam lines and radiators. Steam lines to be capped back to first wall penetration under building. All electrical, plumbing, and pipe support work included.

WUSD responsibilities:

1. Assist with removal of room radiators.
2. Responsible for any permits or inspections.
3. All sheet rock patching, painting, and cabinet work.

NOTE: Fresh air is being supplied from existing heat recovery ventilator. Electrical supply to new unit to come from newly installed 225 AMP 3 phase panel.

NOTE: 50% of proposal price due upon acceptance of this proposal. This is for material purchase.

Proposal price based on prevailing wage rates for Mendocino County.
DIR#1000007890

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

One hundred thirty-two thousand dollars and 00/100***** dollars (\$ 132,000.00).

Payment to be made as follows:

Upon completion and billing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

North WHS Main Building HVAC

TABLE OF CONTENTS

1. Contract
2. General Conditions
3. Notice of Award
4. Notice to Proceed
5. Performance Bond and Payment Bond Forms

CONTRACT

This Contract is made by and between the Willits Unified School District, and Intercounty Mechanical & Electrical, INC

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project North WHS Main Building Classroom Replacement HVAC in full conformance with the Contract Documents:

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, and Scope of Work.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of \$132,000.00 which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with SB 854.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 10 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$0.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

District

Contractor

Resolution No.

Contractor License No. and Expiration Date

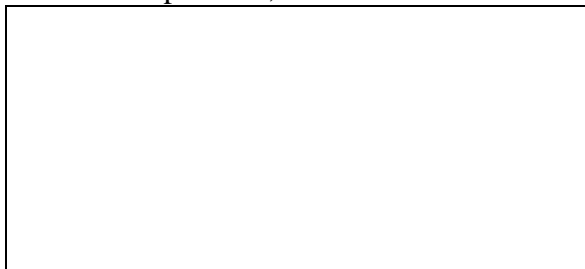
Date:

By: _____
Individual Signature

Title

Date

If Corporation, Place Seal Below.



For: _____
Corporation or Partnership

GENERAL CONDITIONS TO CONTRACT

1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. If no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents.

DSA: The State of California Division of the State Architect.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Project: The total construction work and activities described in these Contract Documents.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor regarding the Project.

2. ARCHITECT

The Architect is responsible for the overall design of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, and the Technical Specifications, the Drawings. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
- d. The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project and in accordance with best practices.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.

- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

6. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.
- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings

and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

7. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall perform the duties and shall submit Verified Reports as required by Title 24, California Code of Regulations (“CCR”).
- c. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor’s employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

8. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

9. PERFORMANCE AND PAYMENT BONDS

- a. If this amount specified in the Notice of Award is \$25,000 or more, as directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.
 - 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills

contracted for materials, supplies, and equipment used in the performance of the Contract.

- b. Corporate sureties on these bonds and on bonds accompanying bids shall be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

10. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed Contract. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.

b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:

a. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate with a \$_____ umbrella/excess; or

b. \$2,000,000.00 annual combined single limit.

2) Builders Risk Insurance:

X Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).

____ Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the District, and the Contractor and subcontractor as their interest may appear.

3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

c. The certificate(s) for the _____ both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

“The Willits Unified School District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:
- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
 - 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
 - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers' Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be

maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

11. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of Code of Regulations Title 24, the applicable Building Codes, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

12. PERMITS AND TAXES

The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents.

The Contractor shall pay for all applicable taxes on materials and equipment.

13. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid.

14. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall take extraordinary care to prevent fires.

15. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

16. TEMPORARY FACILITIES

The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

17. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

18. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

19. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.

- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.

20. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

21. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the

delay in completion of the work beyond the time for Final Completion is due to acts of the District.

- b. In addition to any liquidated damages which may be assessed, if Contractor fails to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, and if as a result District finds it necessary to incur any costs and/or expenses, or if District receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of Contractor's failure to complete work on time, Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion.
- c. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- d. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

22. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.
- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all of Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

23. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

24. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- c. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

25. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal.

Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

26. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety-five (95) percent of the approved estimate, unless a different retention amount is stated in the notice inviting bids, in which case that sum shall control. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

c. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid

balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor (“Final Payment”). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor’s acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

d. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

e. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

f. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

gi. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney’s fees, for processing and defending stop notice claims.

27. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work (“Modifications”), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor’s schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 40, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District’s directive. Contractor’s failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor’s sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

- 1) Limitations Where Contract Price Changes are Involved:
 - (a) Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to

the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.

- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration,

modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
- 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

28. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of

the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

29. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

30. GUARANTEE AND WARRANTY

a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

31. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

32. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

33. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

34. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor.

35. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

36. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

37. LABOR STANDARDS

The Contractor shall comply with the Labor Code as it pertains to this project. In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq.* with regard to apprentices, each of which is incorporated by reference into this Contract. .

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers.

38. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

39. TRENCHING OR OTHER EXCAVATIONS

a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
 - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.
- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing

the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 40 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center: The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications.
- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so.
- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the

design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

40. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.
- b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - \$375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).
- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- i. “The date of Final Payment,” as used in this Article 40, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

41. FINGERPRINTING

(Applies to K-12 districts only.)

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

 X are subject to the requirements of Education Code §45125.2 and Paragraph (a) below, is applicable.

 are not subject to the requirements of Education Code §45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

42. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees

for a violation of the prohibition;

- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.
- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

43. OTHER PROVISIONS

- a. This contract is not subject to Disabled Veteran Business Enterprise requirements. If this contract is subject to those requirements, the following apply:
 - 1) In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.
 - 2) The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant

information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

- b. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
- c) Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within five days of award of the contract.

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction.

45. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

--END--

NOTICE OF AWARD

To: Intercounty Mechanical & Electrical, INC

Project Description: North WHS Main Building Classroom Replacement HVAC

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: \$132,000.00

You are required to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) calendar days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this 1/14/21

By:

Authorized District Signature

Receipt of this above Notice of Award is hereby acknowledged by:

January 14, 2021

By: Terry McEntee

Title: Director of Maintenance,

NOTICE TO PROCEED

To: Intercounty Mechanical & Electrical, INC

Date: 1/14/21

PROJECT: North WHS Main Building Classroom Replacement HVAC

You are hereby notified to commence work in accordance with the Contract dated January 14, 2021, on or before January 25, 2021, and you shall complete the work 90 consecutive calendar days thereafter.

By: _____
Authorized District Signature

PERFORMANCE BOND

WHEREAS, the Governing Board of the Willits Unified School District at its meeting on January 13, 2021, has awarded to Intercounty Mechanical & Electrical, Inc the Contract for performance of the following project North WHS Main Building Classroom Replacement HVAC

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and _____, as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of \$132,000.00 for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the _____ day of _____, 20____.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20____.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the Willits Unified School District and the Contractor, Intercounty Mechanical & Electrical, Inc have entered into a contract (North WHS Main Building Classroom Replacement HVAC) for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the North WHS Main Building Classroom Replacement HVAC which Contract dated January 14, 2021 and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto Owner in the penal sum of \$_____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be

construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By:

Title

SURETY

By:

Title

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

