

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
April 11, 2024  
Agenda**

**April 11, 2024 @ Apple Blossom Room # 13  
MEETING STARTS 4:30PM – CLOSED SESSION 5:15**

**ADA Compliance**

In compliance with Government Code § 54954.2(a), the Twin Hills Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof.

Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Laurie Brown, Administrative Assistant, Twin Hills Union School District, 700 Watertrough Rd, Sebastopol, CA 95472 Telephone (707) 823-0871.

**AB2449 Virtual Meeting Requirements:** Board Member and members of the public attending virtually must disclose whether any individuals 18 years or older are present in the same room and the nature of the relationship.

All open session documents distributed to the Board of Trustees are available for public review in the Twin Hills Union School District Office. The agenda is available at [www.twinhillsusd.org](http://www.twinhillsusd.org).

- |                                       |                   |
|---------------------------------------|-------------------|
| 1. Call to Order                      | 4:30              |
| A. Pledge of Allegiance               |                   |
| B. Roll Call/ Establishment of Quorum |                   |
| <br>2. Approval of Agenda             | <br>Action   4:32 |
| 3. Approval of Minutes:               | Action   4:33     |
| A. Special meeting March 11, 2024     |                   |
| B. Regular meeting March 14, 2024     |                   |
| <br>4. Open Session                   | <br>4:35          |

**PUBLIC COMMENT**

The Board values constructive community comments and welcomes your participation in the democratic process. The President may choose to limit comments on any topic if substantial numbers of people wish to address the Board. Public comments deemed by the Board President to be unrelated to district business or are offensive or hateful will not be permitted.

**NON-AGENDA ITEMS:** Anyone wishing to address the Board on any topic not listed on the agenda should make a request to the Board President at this time. The President will recognize those who desire to speak, allocating each speaker a maximum of 3 minutes. Please be advised that the Board may not discuss a topic not on the agenda although they may ask brief clarifying questions. Members of the public may also submit written or video-recorded comments to the Superintendent no later than 5:00 p.m. the day before the board meeting and have those comments communicated at this time.

Zoom info on Page 3

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
April 11, 2024  
Agenda**

AGENDA ITEMS: If you wish to address the Board on a topic listed on the agenda, the Board President will offer an opportunity for public comment following the Board discussion on the topic.

- |  |             |
|--|-------------|
| 5. Consent   | Action 4:40 |
| The following items are presented for overall approval:  |             |
| A. Donation Report   |             |
| B. Payroll and Expenditures  |             |
| C. Purchase Order Report   |             |
| D. Employment: See attached exhibit for details  |             |
| E. Williams Settlement Quarterly Report January – March 2024   |             |
| F. 2024-25 Contract: Rising Phoenix Psychoeducation Services /<br>Michelle Jacobsen-McCarthy   |             |
| 6. Administrative Reports  | 4:45        |
| A. District, Anna-Maria Guzman, Ed.D., Superintendent  |             |
| B. District Financial Report, Patty Nosecchi, Business Manager   |             |
| 7. Board of Trustees Reports   | 4:50        |
| 8. Request Approval to move May Board meeting one week forward<br>To May 16, 2024  | Action 5:00 |
| 9. Request Approval of Summer 2024 Sonoma State University<br>Excel Program Contract   | Action 5:05 |
| 10. Closed Session   | 5:15        |
| A. Public Comment: At this time members of the public may express<br>opinions or make statements regarding items in the Closed Session.<br>Action may not be taken on statements or testimony made regarding any<br>item not on the Agenda. In the interest of time, there will be a limit of<br>two minutes placed on each individual making a statement. Comments<br>for closed session are limited to ten minutes per item. |             |
| B. a. Public Employee – Discipline/Dismissal/Release<br>[Govt. Code sections 54957 and 44929.21]<br>b. Conference with Legal Counsel - Existing Litigation<br>[Gov. Code section 54956.9(d)(1)]<br>Name of Case: OAH Case No. 2024030107   |             |
| C. Return to Open Session and report on any action in Closed Session   |             |
| 11. Final Action on Resolution and Decision Not to Reemploy<br>Classified Employees for the 2024-25 School Year  | Action 5:30 |
| 12. Adjournment  | 5:35        |

Zoom info on page 3

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
April 11, 2024  
Agenda**

Dr. Anna-Maria Guzman, Twin Hills USD is inviting you to a scheduled Zoom meeting.

Topic: April BM

Time: Apr 11, 2024 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://twinhillsusd-org.zoom.us/j/83864959843>

Meeting ID: 838 6495 9843

One tap mobile

+13126266799,,83864959843# US (Chicago)

+13462487799,,83864959843# US (Houston)

Dial by your location • +1 312 626 6799 US (Chicago) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 408 638 0968 US (San Jose) • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 876 9923 US (New York) • +1 646 931 3860 US • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US

Meeting ID: 838 6495 9843

Find your local number: <https://twinhillsusd-org.zoom.us/u/kl3pHF80a>

**TWIN HILLS UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES SPECIAL MEETING  
March 11, 2024  
MINUTES**

- A. The Board Meeting was called to order at 4:05 pm by President Ost.
  - 1. Roll Call. All present. Pledge of Allegiance
  - 2. Public comment on Closed Session agenda
- B. Closed session.
- C. Reconvened to open session with no action to report.
- D. Superintendent and School Board Action Plan for 24/25 discussed.
- E. Adjournment 6:00pm.

Respectfully submitted,

\_\_\_\_\_  
Anna-Maria Guzman, Ed.D.  
Recording Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
John Moise, Board Clerk

\_\_\_\_\_  
Michael Ost, Board President

**TWIN HILLS UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
March 14, 2024  
MINUTES**

1. The Board Meeting was called to order at 4:30 pm by President Ost.
  - A. Flag salute
  - B. Roll Call: All present
2. Motion to approve agenda including moving item 4 to the last item by Trustee Beck and Second by Trustee Moise. Approved 5-0.
3. Motion to approve the minutes of the Regular meeting of February 22, 2024, by Trustee Moise and Second by Trustee Beck. Approved 5-0.
4. Open Session.
5. Motion to approve consent items by Trustee Harding and Second by Trustee Moise. Approved 5-0.
6. Administrative reports including Dr Guzman's recognition and congratulations to THCMS for the honor of earning the 2024 Distinguished School award.
7. Board of Trustees Reports
8. Motion to approve Second Interim Report with Positive Certification plus budget updates by Trustee Harding and Second by Trustee Moise. Approved 5-0.
9. Motion to approve 2024-25 Transportation Plan by Trustee Harding and Second by Trustee Beck. Approved 5-0.
10. Motion to approve 2024-25 Calendar for District/Apple Blossom Elem/Twin Hills CMS by Trustee Beck and Second by Trustee Houghton. Approved 5-0.
11. Motion to approve 2024-25 Declaration of Need for Fully Qualified Educators by Trustee Harding and Second by Trustee Beck. Approved 5-0.
12. Public Hearing on initial District proposal the THTA for 2024-25.
13. Closed Session. Returned to Open Session and reported:
  - Motion to approve Resolution 2024-575 Non-Reelection of Probationary Certificated Employees. Approved 5-0.
  - Motion to approve Resolution 2024-576 Elimination of Certain Positions in the Permanent Classified Service. Approved 5-0.
  - Motion to approve Resolution 2024-577 Release of Temporary Certificated Employees. Approved 5-0.
14. Adjournment at 7:55pm.

Respectfully submitted,

\_\_\_\_\_  
Anna-Maria Guzman, Ed.D.  
Recording Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
John Moise, Board Clerk

\_\_\_\_\_  
Michael Ost, Board President

**TWIN HILLS UNION SCHOOL DISTRICT**

Consent Calendar: Acceptance of Donations

MARCH 1 THROUGH MARCH 31, 2024

Date Received	Donor	Amount	Purpose
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**District 53, Fund 01: Apple Blossom Elementary School /General District**

Total	\$0.00
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**District 53, Fund 03: Twin Hills Charter Middle School**

Total	\$0.00
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**District 53, Fund 09: Orchard View Charter School**

Total	\$0.00
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**District 53, Fund 12: Apple Blossom After School Program**

Total	\$0.00
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**District 21, Fund 09: SunRidge Charter School**

02/12/24 Rotary Club of Sebastopol	\$1,518.67	Teacher Grants: Morris, Prosser, Gosling, Russell
02/21/24-03/20/24 Various families	\$9,959.98	Pledges/specialty pgm 2023-24
Total	\$11,478.65	

Other Donations: Thank you to the following parents for donating their fingerprinting fee -  
AB: Josh Skikos

***Thank you to all our donors, your support is greatly appreciated.***

Note: Generally, donations are recorded here when funds are deposited to SCOE account.

Donations marked \* have not yet been deposited to SCOE.

{Date Received may actually be date deposited to bank or SCOE}

For the April 11, 2024 board meeting.

Checks Dated 03/01/2024 through 03/31/2024			Board Meeting Date April 11, 2024
Check Number	Check Date	Pay to the Order of	Check Amount
2016173	03/06/2024	CA Poets in the Schools	600.00
2016174	03/06/2024	Fritsch, Tosh	4,313.76
2016175	03/06/2024	Jacobsen-McCarthy, Michelle	17,640.00
2016176	03/06/2024	Recology Sonoma Marin	995.87
2016177	03/06/2024	Recology Sonoma Marin	500.23
2016178	03/06/2024	Shura, Samantha	5,967.50
2016179	03/06/2024	EEP-EPS Holding, LLC	725.75
2016180	03/06/2024	Erickson, Elizabeth J.K.	1,150.00
2016181	03/06/2024	Brady Industries, LLC	2,611.06
2016182	03/06/2024	Flinn Scientific Inc.	1,313.20
2016183	03/06/2024	Friedman's Home Improvement	845.90
2016184	03/06/2024	Greene, Janet	1,950.00
2016185	03/06/2024	Guzman, Anna	77.26
2016186	03/06/2024	SHI International Corp.	15,024.02
2016187	03/06/2024	New Answermet, Inc.	22.00
2016188	03/06/2024	North Bay Security Group, LLC	2,000.00
2016189	03/06/2024	ODP Business Solutions, LLC	802.61
2016190	03/06/2024	Sebastopol Hardware Center	202.43
2016191	03/06/2024	Stehling, Stefan	1,800.00
2016925	03/08/2024	Alhambra	62.92
2016926	03/08/2024	Hatcher, Catharyn L.	1,400.00
2016927	03/08/2024	School & College Legal Services of Calif.	50.00
2016928	03/08/2024	Pacific Gas & Electric	33,045.85
2016929	03/08/2024	Walsh, Colleen	40.00
2018390	03/15/2024	ATT	307.77
2018391	03/15/2024	ATT	16.84
2018392	03/15/2024	ATT	103.93
2018393	03/15/2024	ATT	173.08
2018394	03/15/2024	ATT	29.35
2018395	03/15/2024	ATT	29.35
2018396	03/15/2024	Brown, Laurie	32.78
2018397	03/15/2024	Revolution Foods PBC	30,313.00
2018398	03/15/2024	Kyocera Document Solutions Northern CA , Inc.	260.42
2018399	03/15/2024	Kyocera Document Solutions Northern CA , Inc.	435.52
2018400	03/15/2024	Department Of Justice	128.00
2018401	03/15/2024	Alhambra	172.36
2018402	03/15/2024	Mountain Fresh Spring Water	507.50
2018403	03/15/2024	Flyers Energy LLC	153.73
2018404	03/15/2024	Harmony Farm Supply	18.32
2018405	03/15/2024	Mobile Modular Mgmt Corp.	1,770.00
2018406	03/15/2024	National Academy of Athletics	6,804.50
2018407	03/15/2024	New Management, Inc.	2,870.76
2018408	03/15/2024	ODP Business Solutions, LLC	332.55
2018409	03/15/2024	Terminix Processing Center	210.00
2018410	03/15/2024	Terminix Processing Center	77.00
2018411	03/15/2024	Shuster, Kaylee	20.00
2018412	03/15/2024	Sill, Kathy	94.43
2018413	03/15/2024	Weeks Drilling & Pump Co.	962.82
2019010	03/20/2024	BMO Bank N.A.	1,492.51

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

Checks Dated 03/01/2024 through 03/31/2024

Board Meeting Date April 11, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
2019011	03/20/2024	Kyocera Document Solutions Northern CA , Inc.	631.48
2019012	03/20/2024	EverBank, N.A.	332.01
2019013	03/20/2024	Wills, Cheryl	8.05
2020198	03/27/2024	Document Tracking Services LLC	1,250.00
2020199	03/27/2024	Double Decker Lanes	247.28
2020200	03/27/2024	Alhambra	33.97
2020201	03/27/2024	Benchmark Home Elevator Inc.	700.00
2020202	03/27/2024	Procure Software LLC	1,068.00
Total Number of Checks			57
			144,727.67

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	37	87,124.42
03	Charter School: Twin Hills	13	19,755.07
09	Charter School Fund: Orchrd Vw	9	5,477.32
12	Child Development Fund	7	2,057.86
13	Cafeteria Fund	1	30,313.00
Total Number of Checks		57	144,727.67
Less Unpaid Tax Liability			.00
Net (Check Amount)			144,727.67

*Total Expenditures March 2024*

Total Vendor Warrants, March 31, 2024	\$	144,727.67
Payroll: March 10, 2024 Supplemental		14,456.29
Payroll: March 31, 2024 Regular		606,037.67
Total PR & Expenditures	\$	765,221.63

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.

ERP for California

Page 2 of 2



Checks Dated 03/01/2024 through 03/31/2024

Board Meeting Date April 11, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
2015925	03/06/2024	Decker, Inc. School Fix	83.24
2015926	03/06/2024	Recology Sonoma Marin	657.24
2015927	03/06/2024	Brady Industries, LLC	982.79
2015928	03/06/2024	Friedman's Home Improvement	55.13
2015929	03/06/2024	Gosling, Maria	49.14
2015930	03/06/2024	Kovash, Chantal	267.87
2015931	03/06/2024	Marconcini, Diana	31.60
2015932	03/06/2024	Pence, Lexie	28.22
2015933	03/06/2024	Positive Images	1,050.00
2015934	03/06/2024	Ramsey, Katherine	17.00
2015935	03/06/2024	Rodriguez, Ana	42.61
2015936	03/06/2024	Sebastopol Hardware Center	121.66
2015937	03/06/2024	Thomasson, Theresa	388.99
2015938	03/06/2024	TreePro Professional Tree Care	1,485.00
2015939	03/06/2024	Wells Fargo Vendor Fin Serv	393.30
2018245	03/15/2024	Allen, Trisha	96.57
2018246	03/15/2024	Andy's Produce Market	801.10
2018247	03/15/2024	ATT	262.50
2018248	03/15/2024	Revolution Foods PBC	11,995.85
2018249	03/15/2024	Department Of Justice	32.00
2018250	03/15/2024	Flinn Scientific Inc.	454.47
2018251	03/15/2024	Georgeson-Bowen, Rosemary	30.00
2018252	03/15/2024	Kyocera Document Solutions	204.30
2018786	03/20/2024	Allison, Esther	97.91
2018787	03/20/2024	BMO Bank N.A.	455.51
2018788	03/20/2024	Gosling, Maria	76.46
2018789	03/20/2024	Roberts Mechanical & Elect Inc	2,009.44
2018790	03/20/2024	Tombe Realty, Inc.	17,864.88
2020010	03/27/2024	PG&E	3,046.03
Total Number of Checks			29
			43,080.81

## Fund Recap

Fund	Description	Check Count	Expensed Amount
09	General Fund (charter Schools)	29	43,080.81
	Total Number of Checks	29	43,080.81
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		43,080.81

Total Expenditures March 2024

Total Vendor Warrants, March 31, 2024	\$	43,080.81
Payroll: March 10, 2024 Supplemental		10,744.50
Payroll: March 31, 2024 Regular		158,250.82
Total PR & Expenditures	\$	212,076.13

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.

ReqPay11a

Board Report with Fund/Object

Includes Purchase Orders dated 03/01/2024 - 03/31/2024 \*\*\*

Board Meeting Date April 11, 2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00379	Sandborn Tree Service, Inc.	2THS	PO #7762 - TH STORM RELATED TREE REMOVAL	01-5630	9,500.00
Total Number of POs				1	
				Total	9,500.00

## Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	1	9,500.00

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P24-00321	41,889.33	09-5830	Charter School Fund: Orchrd Vw/Professional/consultant Svc	7,725.00
			Presence Learning, add counseling services for all students	
Total PO Changes				7,725.00

Information is further limited to: (Minimum Amount = 5,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ERP for California

Page 1 of 1

Includes Purchase Orders dated 03/01/2024 - 03/31/2024 ***					Board Meeting Date April 11, 2024	
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-00118	Petaluma Learning&Guidance Ctr	4HAY	PO #7777 - INDV COUNSELING	09-5830	42,939.00	
P24-00120	Sandborn Tree Service, Inc.	4HAY	PO #7336 - SR STORM RELATED TREE SERVICE	09-5630	5,160.00	
Total Number of POs			2	Total	48,099.00	

**Fund Recap**

Fund	Description	PO Count	Amount
09	General Fund (charter Schools)	2	48,099.00

Information is further limited to: (Minimum Amount = 5,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ERP for California

Page 1 of 1

# **Twin Hills USD**

## **Monthly Personnel Report**

### **April 11, 2024**

#### **Certificated**

Additions:

Changes:

Separations:

- Kovash, Chantal – SR Teacher resigned effective 3/29/2024

#### **Classified**

Additions:

- Shuster, Kaylee – Apple Blossom Child Care Assistant position effective 4/1/2024
- Meeson, Geraldine – Apple Blossom Short Term Hire 2023-2024 Instructional and Yard Assistant
- Kasternakis, Krysta – Apple Blossom Substitute Healthcare Assistant

Changes:

Separations:

- White, BD – SR Aftercare Assistant position resigned effective 3/15/2024, will remain a substitute Aftercare Assistant
- Drapkin, Darina – SR Instructional Assistant position resigned effective 6/8/2024
- Martinelli, Gianna – ABASP Childcare Assistant resigned effective 4/30/2024

# Twin Hills Union School District

## Williams Settlement

### Quarterly Uniform Complaint Report Summary

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

#### Reporting Period:

☒ January 1 – March 31, 2024

☐ July 1 – September 30, 2023

☐ April 1 – June 30, 2024

☐ October 1 – December 31, 2023

No complaints were received during the above time period. ☒

*If you received any complaints during the above time period, please complete the following table. Enter "0" in any cell that does not apply.*

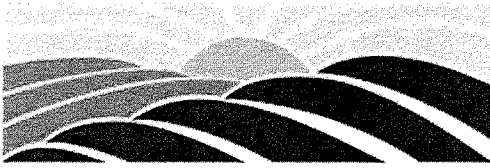
General Subject Area	Complaints Received	Complaints Resolved	Unresolved Complaints
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and/or Mis-assignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Board meeting date: 04/11/2024

Date reported to County Superintendent of Schools via website: 04/12/2024

Scoe.org: Sonoma County Office of Education

5340 Skyline Blvd., Santa Rosa, CA 95403



# Twin Hills School District

## Agenda Item #5 - F

APPLE BLOSSOM | K-5  
ORCHARD VIEW | K-12  
SUNRIDGE | K-8  
TWIN HILLS | 6-8

700 Watertrough Rd. | Sebastopol, CA 95472 | tel (707) 823-0871 | fax (707) 823-5832 | www.twinhillsusd.org

### INDEPENDENT CONTRACTOR AGREEMENT

PO # \_\_\_\_\_

**THIS AGREEMENT**, is hereby entered into between the Governing Board of the Twin Hills Union School District, hereinafter referred to as "DISTRICT" or "BOARD" and

Rising Phoenix Psychoeducational Services, LLC, hereinafter called CONTRACTOR.

#### Article I **SERVICES**

The CONTRACTOR shall, working individually and/or in cooperation with DISTRICT personnel, provide assessments, consultation and reports as requested by the DISTRICT. CONTRACTOR shall also attend IEP meetings.

#### Article 2 **TERM**

The term of this contract shall be from August 1, 2024 to June 30, 2025 inclusive, subject to the provisions of Article 10.

#### Article 3 **COMPENSATION/ PAYMENT**

DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the AGREEMENT a total fee not to exceed:

One Hundred Forty Dollars (\$140.00) per HOUR.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:  
30 hours per week for 38 weeks. Additional hours as mutually agreed upon.

Total Contract amount NTE: \$159,600

**PAYMENT SCHEDULE:** Monthly

**PAYMENT TERMS:** Net 30 days upon receipt of invoice. All invoices to be submitted to:

**THUSD, 700 WATERTROUGH RD, SEBASTOPOL, CA, 95472**

*And shall reference the purchase order # shown at top of this AGREEMENT to facilitate payment*

#### Article 4 **EXPENSES**

District shall not be liable to CONTRACTOR for any costs or expenses paid by or incurred by CONTRACTOR in performing services for DISTRICT.

#### Article 5 **INDEPENDENT CONTRACTOR**

In performance of the AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that they and all of their employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of their employees or agents as they relate to the services to be provided under the AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions including unemployment insurance, social security and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

**Article 6**      **MATERIALS**

CONTRACTOR shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.

**Article 7**      **TAXES**

Federal IRS regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to the AGREEMENT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings. CONTRACTOR agrees to furnish IRS Form W-9.

**Article 8**      **INDEMNIFICATION**

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this AGREEMENT, including any intentional or willful misconduct by the CONTRACTOR, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

**Article 9**      **INSURANCE**

With respect to the performance of work under this AGREEMENT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this AGREEMENT in an amount of no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

Documentation: The following documentation shall be submitted to the DISTRICT:

- 1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificate shall be submitted prior to commencement of services under this AGREEMENT.
- 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this AGREEMENT.
- 3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

**Article 10**      **TERMINATION**

- (a) DISTRICT or CONTRACTOR may terminate this AGREEMENT by giving thirty (30) calendar days written notice. In the event DISTRICT elects to terminate the AGREEMENT without cause, DISTRICT shall pay CONTRACTOR for services rendered to such date.
- (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violates any of the terms of this AGREEMENT, either party may terminate this AGREEMENT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the AGREEMENT by CONTRACTOR.

**Article 11**      **FINGERPRINTS**

The DISTRICT has considered the totality of the services to be provided under the AGREEMENT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code Section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notification.

**Article 12**      **CONFIDENTIALITY**

CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this AGREEMENT comply with these requirements.

**Article 13**      **ASSIGNMENT**

The obligations of the CONTRACTOR pursuant to this AGREEMENT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

**Article 14**      **COMPLIANCE WITH APPLICABLE LAWS**

The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

**Article 15**      **PERMITS/LICENSES**

CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**Article 16**      **ENTIRE AGREEMENT/AMENDMENT**

This AGREEMENT and any attachments constitute the entire AGREEMENT among the parties to it and supersede any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.



**Article 17**      **NOTICE**

All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Twin Hills Union School District  
700 Watertrough Rd  
Sebastopol, CA 95472

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 18**      **SEVERABILITY**

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Article 19**      **GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

IN WITNESS WHEREOF, the parties hereto have executed this contract:

**TWIN HILLS UNION SCHOOL DISTRICT**

**CONTRACTOR:**

\_\_\_\_\_  
Signature of Superintendent/Designee

\_\_\_\_\_  
Signature

Anna Maria Guzman, Ed.D.  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Funding Source:**

**Account Code:**

          FU          RES          YR          GOAL          OBJ          SCHOOL          MGNT

# TWIN HILLS UNION SCHOOL DISTRICT

## SUPERINTENDENT'S MONTHLY ENROLLMENT REPORT 2023-24

For the April 11, 2024 board meeting

ENROLLMENT MO/YR	2016-17		2017-18		2018-19		2019-20		2020-21				2021-22			
	Sep 16	Jun 17	Sep 17	Jun18	Sep18	Jun19	Sep19	Jun20	Sep20	Jan 21	Apr21	Jun21	Sep21	Jan 22	Apr22	Jun22
Apple Blossom	431	423	406	399	416	404	396	408	355	348	344	343	322	319	317	317
Twin Hills CMS	330	309	269	262	281	267	246	240	225	219	220	219	207	210	210	206
Sub Total	761	732	675	661	697	671	642	648	580	567	564	562	529	529	527	523
Orchard View	234	228	236	237	236	226	228	233	247	245	229	227	222	224	219	219
SunRidge	276	279	283	281	275	276	282	279	272	268	263	261	213	220	221	221
Total	1,271	1,239	1,194	1,179	1,208	1,173	1,152	1,160	1,099	1,080	1,056	1,050	964	973	967	963

ENROLLMENT MO/YR	2022-23								2023-24							Estimate @ AB*
	Aug 22	Oct 22	Nov 22	Dec22	Jan23	Mar23	Apr23	Jun23	Aug 23	Sep 23	Nov23	Dec23	Jan24	Feb24	Mar24	
Apple Blossom	295	298	299	299	302	300	299	298	288	289	288	288	293	292	292	285
Twin Hills CMS	204	203	201	201	199	198	198	198	205	207	208	207	208	207	207	205
Sub Total	499	501	500	500	501	498	497	496	493	496	496	495	501	499	499	490
Orchard View	216	216	215	212	211	214	212	212	226	227	227	227	226	227	227	240
SunRidge	241	239	238	238	226	230	230	230	235	234	238	238	239	236	234	251
Total	956	956	953	950	938	942	939	938	954	957	961	960	966	962	960	981

\*AB = Adopted Budget

**AGREEMENT BETWEEN**  
**TWIN HILLS UNION SCHOOL DISTRICT AND**  
**SONOMA STATE UNIVERSITY**  
on behalf of its EXCEL for Youth and the School of Extended Education

**Summer 2024 Excel for Youth Program**

**July 15-July 26, 2024**

The purpose of this agreement is to provide durable understanding between the Twin Hills Union School District (hereinafter called "District") and Sonoma State University on behalf of its EXCEL for Youth and the School of Extended and International Education (hereinafter called "SSU") concerning the operation of a Summer School Program (hereinafter called "Program").

This Agreement shall remain in effect from July 15, 2024 through July 26, 2024, unless terminated in writing by one of the parties early as hereinafter provided or extended by the parties through a mutually agreeable written extension.

**Purpose:**

**SSU will provide two weeks of instruction at Apple Blossom Elementary**

- July 15 to July 19 (5 days) | 9:00am to 12:00pm and 1:00pm to 4:00pm | 3 morning /and 3 afternoon classes
- July 22 to July 26 (5 days) | 9:00am to 12:00pm and 1:00pm to 4:00pm | 3 morning /and 3 afternoon classes
- Maximum 20 students per class

**SSU will provide:**

- Hire and select instructors
- Provide class materials and supplies
- Provide staffing (EXCEL Program Coordinator, On-site Coordinator)
- T-shirts for every student
- Generate and provide schedule of classes and flier PDFs

**The District will provide:**

- Provide one District site staff for the two weeks
- Provide lunch and lunch time help for the two weeks at a District location
- Promote the program in District
- Registration

The DISTRICT agrees to pay SSU for services satisfactorily rendered pursuant to the Agreement a total of \$60,600 for 200 students. SSU will submit an invoice after the completion of the services described above.

**Expenses:** Except as set forth herein, DISTRICT shall not be liable to SSU for any costs or expenses paid or incurred by SSU in performing services for DISTRICT.

**Independent Contractor:** SSU, in the performance of the Agreement, shall be and act as an independent contractor. SSU understands and agrees that SSU and all of its employees shall not be considered employees, officers or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including but not limited to, State Unemployment Compensation, Worker's Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. SSU assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. SSU shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to SSU and SSU'S employees.

**Materials:** SSU shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other necessary items to complete the services to be provided pursuant to this Agreement.

**Indemnification:** SSU shall indemnify, defend DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (collectively, "Liability") of every nature arising out of or in connection with SSU'S performance or failure to perform its obligations under this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SSU or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

SSU shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with SSU'S performance hereunder.

**Insurance:** SSU shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California.
- Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to the premises and operations liability, independent SSU's liability, and personal injury liability.
- Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (Required if contractor will be directly supervising children)

**Documentation:** The following documentation shall be provided to the DISTRICT:

- Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to the commencement of services under this Agreement.

**Termination:**

- DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to SSU. In the event DISTRICT elects to terminate the Agreement without cause, it shall pay SSU for program class materials and supplies and services satisfactorily rendered to such date.
- If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Agreement shall be entitled to receive payment for all program class materials and supplies and services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the Agreement by SSU.

**Fingerprints.** The DISTRICT has considered the totality of the services to be provided under this Agreement and has determined that SSU and SSU'S employees to the fingerprinting requirements of Education Code section 45125.1. SSU shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

**Confidentiality.** SSU acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. SSU shall ensure that all activities undertaken pursuant to this Agreement comply with these requirements.

**Nondiscrimination:** SSU shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

**Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Except as noted above, this Agreement constitutes the entire agreement between the parties and may only be modified, altered, revised, extended or renewed by mutual written consent of both parties, documented by the issuance of a written amendment, signed and dated by authorized representatives of both parties.

# Twin Hills Union School District Summer 2024

- **2 weeks of instruction @ THUSD location (Apple Blossom Elementary)**
  - July 15 to July 19 (5 days) | 9:00am to 12:00pm and 1:00pm to 4:00pm | 3 morning and 3 afternoon classes
  - July 22 to July 26 (5 days) | 9:00am to 12:00pm and 1:00pm to 4:00pm | 3 morning and 3 afternoon classes
- **Maximum 20 students per class**
- **THUSD will:**
  - Provide one THUSD site staff for the two weeks
  - Provide lunch and lunch time help for the two weeks at an THUSD location
  - Promote the program in District
  - Registration
- **EXCEL for Youth and the School of Ext. Education @ SSU will:**
  - Hire and select instructors
  - Provide class materials and supplies
  - Provide staffing (EXCEL Program Coordinator, On-site Coordinator)
  - T-shirts for every student
  - Generate and provide schedule of classes and flyer PDFs
- **Proposed Fees 2 Weeks:**
  - Week 1 @ Apple Blossom Elementary location (am and pm classes) | **100 students = \$30,300**
  - Week 2 @ Apple Blossom Elementary location (am and pm classes) | **100 students = \$30,300**
  - **TOTAL: \$60,600 for 200 students**

Twin Hills USD

Signature: \_\_\_\_\_

Name: Anna Guzman, Ed.D.

Title: Superintendent

Date: 3/27/24

Sonoma State University

Signature: \_\_\_\_\_

Name: TRUDEE HERMAN

Title: Contract Specialist

Date: 3/27/2024

**BEFORE THE BOARD OF TRUSTEES OF THE  
TWIN HILLS UNION SCHOOL DISTRICT  
SONOMA COUNTY, CALIFORNIA**

**RESOLUTION #2024-579**

Resolution and Decision Not to       )  
Reemploy Classified Employees       )  
\_\_\_\_\_)

WHEREAS, the Governing Board of the Twin Hills Union School District ("District") adopted a Resolution in the Matter of the Reduction or Elimination of Certain Positions in the Permanent Classified Service ("Resolution") on or before March 15, 2024, authorizing and directing the Superintendent or Superintendent's designee to initiate and pursue procedures necessary not to reemploy the following classified positions:

1. Library Media Assistant – 0.47 FTE position
2. Student Support (PIP) Assistant – 0.23 FTE position
3. Intervention Instructional Assistant – 0.16 FTE position
4. Intervention Instructional Assistant – 0.69 FTE position
5. Learning Loss Instructional Assistant – 0.60 FTE position
6. Speech Instructional Assistant – 0.20 FTE position
7. Special Education Instructional Assistant – 0.60 FTE position
8. Full Inclusion Instructional Assistant – 0.69 FTE position
9. Yard Assistant (Parking Lot) – 2 positions at 0.06 FTE each
10. Copy and Lamination Assistant – 0.14 FTE position
11. Specialty Instructor – 0.25 FTE position
12. Specialty Instructor – 0.09 FTE position

WHEREAS the reduction or elimination of the above-listed classified positions was pursuant to Education Code sections 45117, 45298, and 45308 because of a lack of work or lack of funds; and

WHEREAS, the Superintendent, or Superintendent's designee, duly and properly served a Notice of Layoff Due to Lack of Work and/or Lack of Funds in Compliance with the Seniority Requirements of the Education Code ("Notice") on the classified employees listed on Attachment "A" on or before March 15, 2024, indicating that the Governing Board did not intend to reemploy them to the extent indicated in the Resolution and Notice for the 2024-2025 school year; and

WHEREAS, the classified employees listed on Attachment "A" were informed of their right to request a hearing and that failure to do so in writing by the date specified in the Notice would constitute a waiver of the right to a hearing; and

WHEREAS, the classified employees listed in Attachment "B" either did not submit a timely request for hearing, or submitted a timely request and then rescinded the request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the classified staff requirements of the District for the 2024-2025 school year, as well as the seniority and qualifications of each of the classified employees of the District, the services of



the classified employees listed on Attachment "C" will not be required for the ensuing school year to the extent indicated in the Resolution and Notice to the employees listed in Attachment "C."

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give Final Notice to the classified employees listed on Attachment "C" that their services will not be required by this District for the 2024-2025 school year. Said notice shall be given by serving upon said persons a true copy of this Resolution and Decision Not to Reemploy Classified Employees.

BE IT FURTHER RESOLVED that this decision is effective immediately.  
Duly and regularly adopted this 11th day of April, 2024, by the following vote:

AYES: _____	<u>Board Members</u>	<u>Vote</u>
	Terry Beck	_____
NOES: _____	Jeff Harding	_____
	Rebecca Houghton	_____
	John Moise	_____
ABSENT/ ABSTAIN: _____	Michael Ost	_____

\_\_\_\_\_  
President, Board of Trustees

I, \_\_\_\_\_, Clerk of the Governing Board of the Twin Hills Union School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on April 11, 2024.

\_\_\_\_\_  
Clerk, Governing Board