

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
May 16, 2024  
Agenda**

**May 16, 2024 @ Apple Blossom Room # 13**

**MEETING STARTS 4:30 PM – CLOSED SESSION 6:20 PM**

**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 Members 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 |             |
| 2. Approval of Agenda                 | Action 4:32 |
| 3. Approval of Minutes:               | Action 4:33 |
| A. Regular meeting April 11, 2024     |             |
| 4. Open Session                       | 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.

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

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
May 16, 2024  
Agenda**

- |   |               |      |
|---|---------------|------|
| 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   |               |      |
| 6. Administrative Reports   |               | 4:45 |
| A. District, Anna-Maria Guzman, Ed.D., Superintendent: Annual Update  |               |      |
| B. Site Administrators present information on the Youth Truth Survey  |               |      |
| C. District Financial Report, Patty Nosecchi, Business Manager  |               |      |
| 7. Board of Trustees Reports  |               | 5:15 |
| 8. Superintendent and Board Action Plan   | First Reading | 5:25 |
| 9. Request Approval of 2024-25 Budget Development Calendar  | Action        | 5:30 |
| 10. Request Approval of 2024-25 Contracts:  | Action        | 5:40 |
| A. Presence Learning (Orchard View Special Education services and counseling)   |               |      |
| B. Magnolia Global Academy for Leaders (Orchard View Career Exploration and<br>The apprenticeship program is paid for with a Career Technical Education [CTE]<br>grant) |               |      |
| C. Dragonfly Therapeutics (All schools' Occupational Therapy services)  |               |      |
| D. K-3 Proficiency Project (Apple Blossom Elementary, no fee)   |               |      |
| E. Summer 2024 Sonoma State University Excel Program Contract   |               |      |
| 11. Request Approval of 2024-25 Calendars:  | Action        | 5:50 |
| A. Orchard View School  |               |      |
| B. SunRidge Charter School  |               |      |
| 12. Request Approval of overnight field trip:   | Action        | 5:55 |
| A. SunRidge, 7 <sup>th</sup> Grade, Mendocino Woodlands, Sept 18 – 20, 2024   |               |      |
| 13. Board By Law #9012, Electronic Communications   | First Reading | 6:00 |
| 14. Request Approval of Resolution 2024-582:<br>Specification of the Election Order 2024  | Action        | 6:05 |
| 15. Request Approval of Resolution 2024-583:<br>Establish Temporary Interfund Transfers 2024-25   | Action        | 6:10 |

**Twin Hills Union School District  
Board of Trustees Regular Meeting  
May 16, 2024  
Agenda**

16. Closed Session 6:20

- A. Public Comment: At this time members of the public may express opinions or make statements regarding items in the Closed Session. Action may not be taken on statements or testimony made regarding any item not on the Agenda. In the interest of time, there will be a limit of two minutes placed on each individual making a statement. Comments for closed session are limited to ten minutes per item.
- B. a. Public Employee – Discipline/Dismissal/Release  
[Govt. Code sections 54957 and 44929.21]  
b. Public Employee Performance Evaluation: Superintendent  
[Gov. Code § 54957]
- C. Return to Open Session and report on any action in Closed Session.

17. Adjournment 7:00

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

Topic: May Board Meeting

Time: May 16, 2024, 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://twinhillsusd-org.zoom.us/j/89349206822>

Meeting ID: 893 4920 6822

One tap mobile

+15074734847,,89349206822# US

+15642172000,,89349206822# US

Dial by your location • +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 • +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)

Meeting ID: 893 4920 6822

Find your local number: <https://twinhillsusd-org.zoom.us/j/kcNPRHhxZu>

**TWIN HILLS UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
April 11, 2024  
MINUTES**

1. The Board Meeting was called to order at 4:30 pm by President Ost.
  - A. Flag salute
  - B. Roll Call: Trustees Houghton and Harding absent.
2. Motion to approve agenda including removal of item #9 Trustee Moise and Second by Trustee Beck. Approved 3-0.
3. Motion to approve the minutes of the Special meeting of March 11, 2024, and the Regular meeting of March 14, 2024, by Trustee Beck and Second by Trustee Moise. Approved 3-0.
4. Open Session.
5. Motion to approve consent items by Trustee Beck and Second by Trustee Moise. Approved 3-0.
6. Administrative reports.
7. Board of Trustees reports.
8. Motion to approve moving May board meeting to May 16, 2024, by Trustee Moise and Second by Trustee Beck. Approved 3-0.
9. Item removed.
10. Closed Session. Returned to Open Session and reported:  
Motion to approve Resolution 2024-578 Release of Temporary Certificated Employees. Approved 3-0.
11. Motion to approve Resolution 2024-579 Decision Not to Reemploy Classified Employees for the 2024-25 school year. Approved 3-0.
12. Adjournment at 5:20pm.

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

APRIL 1 THROUGH APRIL 30, 2024

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

04/26/24	Rotary Club of Sebastopol Foundation	\$1,749.27	Teacher Mini Grants: Diedrich, Cesaretti, Redding, LaLonde, McDowell
<b>Total</b>		<b>\$1,749.27</b>	

## **District 53, Fund 03: Twin Hills Charter Middle School**

04/26/24	Rotary Club of Sebastopol Foundation	\$1,094.68	Teacher Mini Grants: Hagan, Hales, Brown, LaLonde
04/26/24	Sebastopol Rotary Ed Found & the Sally and Scott Briggs family	\$1,000.00	Sally Briggs Memorial Art Project
<b>Total</b>		<b>\$2,094.68</b>	

## **District 53, Fund 09: Orchard View Charter School**

04/26/24	Rotary Club of Sebastopol Foundation	\$950.00	Teacher Mini Grants: Salluzzi, Bush, Sheedy
<b>Total</b>		<b>\$950.00</b>	

## **District 53, Fund 12: Apple Blossom After School Program**

<b>Total</b>		<b>\$0.00</b>	
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## **District 21, Fund 09: SunRidge Charter School**

03/21/24-04/20/24	Various families	\$15,905.00	Pledges/specialty pgm 2023-24
<b>Total</b>		<b>\$15,905.00</b>	

***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 May 16, 2024 board meeting.

Checks Dated 04/01/2024 through 04/30/2024			Board Meeting Date May 16, 2024
Check Number	Check Date	Pay to the Order of	Check Amount
2022124	04/05/2024	CA Poets in the Schools	600.00
2022125	04/05/2024	Kyocera Document Solutions Northern CA , Inc.	260.42
2022126	04/05/2024	PresenceLearning, Inc.	9,009.49
2022127	04/05/2024	Jacobsen-McCarthy, Michelle	10,920.00
2022128	04/05/2024	American Red Cross	1,554.00
2022129	04/05/2024	Douglas, Liat	35.43
2022130	04/05/2024	Alpha Analytical Laboratories	1,004.00
2022131	04/05/2024	Alhambra	85.39
2022132	04/05/2024	Elliott, Erin	79.87
2022133	04/05/2024	Employment Development Dept.	903.65
2022134	04/05/2024	Flyers Energy LLC	200.95
2022135	04/05/2024	Greene, Janet	1,575.00
2022136	04/05/2024	Hatcher, Catharyn L.	600.00
2022137	04/05/2024	T-Mobile	144.67
2022138	04/05/2024	T-Mobile	88.29
2022139	04/05/2024	Redwood Lock, Inc.	612.37
2022140	04/05/2024	Knapp, Elisha	61.59
2022141	04/05/2024	North Bay Security Group, LLC	1,000.00
2022142	04/05/2024	ODP Business Solutions, LLC	208.28
2022143	04/05/2024	IXL Learning	449.00
2022144	04/05/2024	Pacific Gas & Electric	5,581.04
2022145	04/05/2024	Safari West	1,290.00
2022146	04/05/2024	Salluzzi, Rita	90.00
2022147	04/05/2024	Scholastic Inc.	238.07
2022148	04/05/2024	Sebastopol Auto Parts	47.29
2022149	04/05/2024	Sebastopol Hardware Center	316.12
2022150	04/05/2024	Sheedy, Nathan	33.54
2022151	04/05/2024	Sill, Kathy	20.17
2022152	04/05/2024	Westcoast Solar Energy	5,000.00
2022153	04/05/2024	Stehling, Stefan	2,400.00
2022154	04/05/2024	Steinberg, Korin	316.49
2022155	04/05/2024	TimberMoon, Amanda	162.89
2022156	04/05/2024	RH and Sons Water Services	50.00
2022157	04/05/2024	Wills, Cheryl	8.29
2023860	04/12/2024	Accurate Forklift Inc.	289.18
2023861	04/12/2024	Survival CPR & First Aid, LLC	92.23
2023862	04/12/2024	Kinetic Solutions Inc.	1,030.76
2023863	04/12/2024	ATT	346.86
2023864	04/12/2024	ATT	28.07
2023865	04/12/2024	ATT	117.19
2023866	04/12/2024	ATT	173.48
2023867	04/12/2024	ATT	29.35
2023868	04/12/2024	ATT	29.35
2023869	04/12/2024	Revolution Foods PBC	26,142.25
2023870	04/12/2024	Kyocera Document Solutions Northern CA	2,409.56
2023871	04/12/2024	Department Of Justice	49.00
2023872	04/12/2024	The Comprehensible Classroom	350.00
2023873	04/12/2024	Recology Sonoma Marin	995.87
2023874	04/12/2024	Recology Sonoma Marin	500.23

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 04/01/2024 through 04/30/2024

Board Meeting Date May 16, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
2023875	04/12/2024	Alhambra	159.87
2023876	04/12/2024	Brady Industries, LLC	894.21
2023877	04/12/2024	Friedman's Home Improvement	1,606.95
2023878	04/12/2024	Harmony Farm Supply	40.10
2023879	04/12/2024	Humphrey, Ann	253.89
2023880	04/12/2024	Mobile Modular Mgmt Corp.	1,770.00
2023881	04/12/2024	National Academy of Athletics	6,367.40
2023882	04/12/2024	ODP Business Solutions, LLC	128.11
2023883	04/12/2024	Terminix Processing Center	77.00
2023884	04/12/2024	Russell Larrain, Bonny Jean	136.67
2023885	04/12/2024	CTR for Effective Philanthropy	1,100.00
2023886	04/12/2024	Sandborn Tree Service, Inc.	6,150.00
2023887	04/12/2024	Twin Hills Usd Afterschool Pgm	3,765.56
2025212	04/19/2024	BMO Bank N.A.	8,281.13
2025213	04/19/2024	Brown, Laurie	341.68
2025214	04/19/2024	Kyocera Document Solutions Northern CA , Inc.	435.52
2025215	04/19/2024	Kyocera Document Solutions Northern CA , Inc.	631.48
2025216	04/19/2024	Kyocera Document Solutions Northern CA	89.44
2025217	04/19/2024	Shura, Samantha	4,647.50
2025218	04/19/2024	Alhambra	56.44
2025219	04/19/2024	DuVall, Maura	450.00
2025220	04/19/2024	EverBank, N.A.	332.01
2025221	04/19/2024	Galbraith, Sunshine	127.22
2025222	04/19/2024	Malisa, Alison	56.48
2025223	04/19/2024	New Answernet, Inc.	22.00
2025224	04/19/2024	Peripole Inc.	284.43
Unpaid Tax			3.31
Expensed Amount			287.74
2025225	04/19/2024	Scholastic Inc.	28.05
2025226	04/19/2024	Sien, Jeremiah	99.84
2025227	04/19/2024	Walsh, Colleen	48.95
2025228	04/19/2024	Weeks Drilling & Pump Co.	1,010.81
2025229	04/19/2024	West County Transport. Agency	6,287.24
2026597	04/26/2024	Mountain Fresh Spring Water	96.25
2026598	04/26/2024	Black, Patricia E. Law Office of Patricia E Black	10,224.17
2026599	04/26/2024	O'Brien, Connor	30.00
2026600	04/26/2024	ODP Business Solutions, LLC	252.20
2026601	04/26/2024	Redding, Cassandra	1,217.74
2026602	04/26/2024	Steinberg, Korin	220.14
2026603	04/26/2024	United States Treasury	795.29
2026604	04/26/2024	West So. Cty. Union Hs Dist.	171,706.20
Total Number of Checks			88
			307,751.65

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	49	250,788.95
03	Charter School: Twin Hills	26	14,094.70
09	Charter School Fund: Orchrd Vw	20	5,700.13

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.



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Checks Dated 04/01/2024 through 04/30/2024

Board Meeting Date May 16, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
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## Fund Recap

Fund	Description	Check Count	Expensed Amount
12	Child Development Fund	9	5,439.47
13	Cafeteria Fund	3	26,731.71
14	Deferred Maintenance Fund	1	5,000.00
Total Number of Checks		88	307,754.96
Less Unpaid Tax Liability			3.31
Net (Check Amount)			307,751.65

Total Expenditures April 2024

Total Vendor Warrants, April 30, 2024	\$	307,751.65
Payroll: April 10, 2024 Supplemental		18,213.51
Payroll: April 30, 2024 Regular		608,875.47
Total PR & Expenditures	\$	934,840.63

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

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Checks Dated 04/01/2024 through 04/30/2024

Board Meeting Date May 16, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
2021957	04/05/2024	Employment Development Dept.	247.73
2021958	04/05/2024	Harmony Farm Supply	81.66
2021959	04/05/2024	Rodriguez, Ana	47.85
2021960	04/05/2024	Sebastopol Hardware Center	96.22
2021961	04/05/2024	Terminix Processing Center	131.00
2021962	04/05/2024	Wells Fargo Vendor Fin Serv	393.30
2023668	04/12/2024	Allen, Trisha	449.19
2023669	04/12/2024	Allison, Esther	138.03
2023670	04/12/2024	Andy's Produce Market	16.43
2023671	04/12/2024	ATT	261.48
2023672	04/12/2024	Revolution Foods PBC	6,677.45
2023673	04/12/2024	Kyocera Document Solutions Northern CA	943.31
2023674	04/12/2024	Department Of Justice	47.00
2023675	04/12/2024	Recology Sonoma Marin	657.24
2023676	04/12/2024	Fialk, Jennifer	322.88
2023677	04/12/2024	Fircrest Market	334.10
2023678	04/12/2024	Brady Industries, LLC	972.62
2023679	04/12/2024	Friedman's Home Improvement	160.09
2023680	04/12/2024	Gosling, Maria	240.54
2023681	04/12/2024	Haedo, Karina	8.73
2023682	04/12/2024	Prosser, Sasha	417.05
2023683	04/12/2024	Rodriguez, Ana	56.31
2023684	04/12/2024	Sebastopol City of	1,943.37
2023685	04/12/2024	Sebastopol City of	182.21
2023686	04/12/2024	CTR for Effective Philanthropy	250.00
2023687	04/12/2024	Thomasson, Theresa	264.20
2023688	04/12/2024	Sandborn Tree Service, Inc.	13,580.00
2023689	04/12/2024	Kyocera Document Solutions	204.30
2025083	04/19/2024	BMO Bank N.A.	19.95
2025084	04/19/2024	Prosser, Sasha	434.25
2025085	04/19/2024	Rodriguez, Ana	65.17
2025086	04/19/2024	Tombe Realty, Inc.	17,864.88
2026436	04/26/2024	Duplantier, Camille	30.00
2026437	04/26/2024	Haedo, Karina	699.00
2026438	04/26/2024	Lima, Andrea	20.00
2026439	04/26/2024	Moise, Sean	20.00
2026440	04/26/2024	T & B Sports, Inc.	113.36
2026441	04/26/2024	PG&E	1,961.27
2026442	04/26/2024	Singleton-Morrisseau, Jamie	29.83
2026443	04/26/2024	SunRidge Education Foundation	1,953.00
2026444	04/26/2024	Thomasson, Theresa	164.45
Total Number of Checks			41
			52,499.45

## Fund Recap

Fund	Description	Check Count	Expensed Amount
09	General Fund (charter Schools)	41	52,499.45

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

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Checks Dated 04/01/2024 through 04/30/2024

Board Meeting Date May 16, 2024

Check Number	Check Date	Pay to the Order of	Check Amount
		Total Number of Checks	41
			52,499.45
		Less Unpaid Tax Liability	.00
		Net (Check Amount)	52,499.45

***Total Expenditures April 2024***

Total Vendor Warrants, April 30, 2024	\$	52,499.45
Payroll: April 10, 2024 Supplemental		6,440.84
Payroll: April 30, 2024 Regular		149,562.66
Total PR & Expenditures	\$	208,502.95

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

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Includes Purchase Orders dated 04/01/2024 - 04/30/2024 ***				Board Meeting Date May 16, 2024	
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00400	de Rutte Builders Corp.	5DYA	PO #7821 - ABASP KITCHEN REMODEL	12-6200	38,945.00
P24-00402	BMO Bank N.A.	7DSW	PO #7817 - AB/TH DUEL BAND RADIOS	01-4370	2,836.05
				03-4370	2,592.96
P24-00408	Black, Patricia E. Law Office of Patricia E Black	9DSO	PO #7822 - LEGAL SETTLEMENT	01-5823	10,224.17
Total Number of POs			3	Total	54,598.18

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	2	13,060.22
03	Charter School: Twin Hills	1	2,592.96
12	Child Development Fund	1	38,945.00
		<b>Total</b>	<b>54,598.18</b>

\*\*\* See the last page for criteria limiting the report detail.

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

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Includes Purchase Orders dated 04/01/2024 - 04/30/2024 \*\*\* Board Meeting Date May 16, 2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-00122	Sandborn Tree Service, Inc.	4HAY	PO #7737 - SR PREVENTIVE TREE SERVICE	09-5630	8,420.00
Total Number of POs				1	
				Total	8,420.00

Fund Recap

Fund	Description	PO Count	Amount
09	General Fund (charter Schools)	1	8,420.00

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

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**Twin Hills USD**  
**Monthly Personnel Report**  
**May 16, 2024**

**Certificated**

Additions:

Changes:

- Cesaretti, Debbie – AB Teacher STRS Reduced Workload in 2024-25

Separations:

**Classified**

Additions:

- O'Brien, Connor – Apple Blossom Childcare Assistant position effective 4/25/2024

Changes:

Separations:

- Drapkin, Darina – SR Instructional Assistant position resigned effective 4/19/2024
- Donovan, Harriett – ABASP Childcare Assistant resigned effective 5/3/2024
- Galea, Lisa – TH Library Assistant retiring 6/7/2024
- Logan, Katie – AB Classified Nurse resigning effective 4/26/2024
- Gutierrez, Carmen – SR Childcare Assistant released during probation effective 5/23/24
- Douglas, Sarah – SR Childcare Assistant resigned effective 6/8/2024. Moving out of the area.

# TWIN HILLS UNION SCHOOL DISTRICT

## SUPERINTENDENT'S MONTHLY ENROLLMENT REPORT 2023-24

For the May 16, 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	2022-23								2023-24							Estimate @ AB*
	Aug 22	Oct 22	Nov 22	Dec22	Jan23	Mar23	Apr23	Jun23	Aug 23	Sep 23	Nov23	Dec23	Feb24	Mar24	Apr24	
MO/YR																
Apple Blossom	295	298	299	299	302	300	299	298	288	289	288	288	292	292	292	285
Twin Hills CMS	204	203	201	201	199	198	198	198	205	207	208	207	207	207	207	205
Sub Total	499	501	500	500	501	498	497	496	493	496	496	495	499	499	499	490
Orchard View	216	216	215	212	211	214	212	212	226	227	227	227	227	227	228	240
SunRidge	241	239	238	238	226	230	230	230	235	234	238	238	236	234	235	251
Total	956	956	953	950	938	942	939	938	954	957	961	960	962	960	962	981

\*AB = Adopted Budget

**Superintendent and Board Action Plan - 2024/25****Twin Hills Vision**

Our Vision is a community where all children feel loved, respected, welcomed, and encouraged to develop to their fullest potential.

**Twin Hills Mission**

Our mission is to work together to build a safe, respectful, and nurturing environment focused on maximizing each child's sense of well-being and acquiring skills for life and learning.

**GOAL 1 - Academics: Each of our four schools is conducive to learning in its unique way. Implement effective teaching methods such that the academic progress of our students improves annually and compares favorably to neighboring districts. The curriculum offers arts and enrichment opportunities comparable to or greater than those in neighboring districts.**

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
<b>1) Academic Rigor, Excellence, and Innovation:</b> Provide a monthly report at each regularly scheduled board meeting highlighting academic rigor, excellence, or innovation within the District. Reports include student and/or teacher participants to bring specific examples of academic rigor, excellence, and innovation into the board room. Draw from a wide range of grade levels and subject areas to highlight each school in the Twin Hills K-12 program (e.g., science labs, career technical education, athletics, foreign language, fine arts, project-based instruction).	Superintendent Board President	None	Begin 9/24 board meeting	This monthly highlight could be a positive way to begin each board meeting.

<p><b>2. Exceptional Student Education (ESE):</b> Conduct a district-wide review of programs to ensure that all students are provided with an educational program that will maximize each student's continuous academic growth, nurture his/her diverse social and emotional development needs, and recognize and enhance individual strengths and interests. To attain this, provide students with a differentiated core curriculum designed to give depth and complexity in thinking and opportunities for novelty and in-depth research while nurturing student's social and emotional well-being.</p>	<p>Superintendent - with support from the administrative team</p>	<p>None</p>	<p>Winter 24/25</p>	
<p><b>3. In collaboration with the OV Advisory Board develop a plan that identifies the resources needed (staffing, facilities, funding etc.) that assures the stability and growth of Orchard View. The plan shall be based on the resources needed to continue to offer the hybrid model at least 2 days a week for all students. The plan will also include the additional resources needed to enroll all students on the waiting list and will leverage existing District resources at the Apple Blossom campus and elsewhere. Submit the plan to the Board of Trustees for review and approval.</b></p>	<p>OV Advisory Board, and Superintendent</p>	<p>Existing District staff</p>	<p>August 1, 2024</p>	<p>This Action Step will be integrated into the WASC and charter renewals.</p>

**Goal 2- School Culture:** Our students' social and emotional learning improves annually and compares favorably to neighboring districts and county-wide. Students feel safe and supported to learn and grow. Nourishing food is available; physical activity is promoted. Facilities are well-maintained, comfortable, and appropriate for learning. Students of all demographics, languages, and abilities are supported.

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
1) <b>School Safety:</b> Using the North Bay Security report authored by Bill Welch as a basis, report to the Board the implementation of safety recommendations, disaggregated by school site. Provide a written review of the status of Twin Hills implementing these recommendations and identify any outstanding recommendations.	Superintendent - with support from the administrative team	North Bay Security report	August Board meeting 2024	
2) <b>Facilities Master Plan:</b> Locate and evaluate the relevance of the latest Twin Hills Facilities Master Plan. Provide the Board with an analysis of the Plan's status and a written recommendation for ensuring that the District has a current Facilities Master Plan that identifies areas of concern and recommendations to maintain and enhance district facilities through the year 2035. Include recommendations for the expenditure of the remaining Measure M funds.	Superintendent - with support from the Business Manager and facility staff	Yet to be determined	Begin Winter 24/25	
3) <b>School Counseling:</b> Review all district-funded counseling services available to Twin Hills students, disaggregated by school site. Provide a written report summarizing the findings of the review, including a written analysis of the availability, utilization, and effectiveness of the Twin Hills counseling services compared with state and local standards for similar school districts. Make recommendations for future decision-making.	Superintendent -with support from the counseling staff	None	August '24	The superintendent and site admin will share the road map for student services for the 24/25 school year.
4) <b>Student Screen Use:</b> Review policies related to student use of smartphones, tablets and other screens. Assess current policies in light of the	Board of Trustees District Leadership Team	None	Winter '24	

latest research on the impact of technology usage by students as described in recent research findings (e.g., <i>The Anxious Generation</i> by Jonathan Haidt). Identify any gaps between current policy and recommendations made in response to the latest research on student screen use. Determine if additional efforts need to be made by the District to reduce the negative impact of technology on the well being of students.				
<b>5) Culture Analysis:</b> Using disaggregated data from Youth Truth and/or other sources, including surveys created by site administrators, provide a written and verbal board report on the current status of District culture by school, with recommendations for future decision-making. Include disaggregated data by school, grade, parents, students, and staff. Include all Youth Truth, or site created survey response comments in the report to the Board.	Superintendent - with support from administrative and counseling staff	Youth Truth data	Fall '24	Site administrators report that they are, will be, or want to create their own surveys because the Youth Truth Surveys would not provide them specific enough information.
<b>6) School Safety—Rusted Tanks:</b> Contract with a licensed expert to identify the contents of two large rusted tanks adjacent to student walkways on the Apple Blossom campus. Assess the potential risk to students/staff safety. Create a written plan of action with timelines for Board review to facilitate the removal of the tanks, as appropriate.	Superintendent - with support from the facilities staff	Yet to be determined	Completed before the start of the 24/25 school year	One of the tanks holds the water for our irrigation. Regarding the other tank, Brian Higgins is getting quotes on removal.

**Goal 3 - Enrollment: The number of children enrolled at the four schools remains stable or increases. Attendance rates meet or exceed county-wide rates.**

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
<p><b>1) Student Attendance Rates:</b> Design and implement a comprehensive program to increase student attendance rates. Research those strategies used by other California districts that have successfully raised rates following the pandemic. Involve all staff members, including certificated, counseling, classified, and administrative staff, in a well-articulated program to engage with parents of non-attending students. Implement intervention strategies that immediately identify non-attendance patterns and track improvement on a student-by-student basis. Continue these efforts until attendance rates reach pre-pandemic levels. <a href="#">Update District-wide Illness Policy using CDC and other health guidelines to provide clarity around illnesses (ie. when to stay home, when to come to school, and how long to remain home), particularly related to Covid-19 vs common colds.</a> Provide a quarterly written report to the Board to communicate the effectiveness of the various intervention strategies.</p>	<p>Superintendent - with support from all staff</p>	<p>No financial resources  Reallocation of staff focus</p>	<p>Fall '24</p>	
<p><b>2. Student Enrollment</b> Increasing enrollment requires a comprehensive approach that involves collaboration among various stakeholders, including school administrators, teachers, parents, community leaders, and policymakers.</p> <p>Action Steps:</p> <ul style="list-style-type: none"> <li>• Develop Targeted Marketing Campaigns</li> <li>• Provide IT/Website Support for each site to update their websites to provide updated</li> </ul>	<p>Superintendent - with support from district office staff</p>	<p>None</p>	<p>Winter '24/25</p>	

<p>information to current families and attract new families.</p> <ul style="list-style-type: none"> <li>• Enhance Outreach to Parents and Guardians</li> <li>• Collaborate with Local Community</li> <li>• Improve School Facilities and Infrastructure</li> <li>• Expand Educational Offerings: Introduce new academic programs, extracurricular activities, and specialized services to meet students' diverse needs and interests. Consider offering magnet programs, career and technical education pathways, dual enrollment options, and enrichment programs.</li> <li>• Enhance Student Support Services</li> <li>• Monitor and Evaluate Progress: Regularly monitor enrollment data, demographic trends, and stakeholder feedback to assess recruitment strategies' effectiveness. Adjust tactics as needed and continuously strive to improve enrollment outcomes.</li> </ul>				
<p><b>3. Charter Renewal:</b> Develop a detailed plan for the terms of the Orchard View and Sunridge charter renewals in 2025 for consideration by the THUSD School Board. The plan shall include but not be limited to, the allocation methodology that will be used in determining the funds allocated to each school during the term of the charter as well as the costs to each school for District overhead and other expenses unique to their remaining dependent charters at TUHSD. Support services from the District for each school will be identified as well as any associated costs (excluding costs included in the District overhead) related to each service. The availability of District school facilities for each school as well as rental cost assistance will be included.</p>	Superintendent	Superintendent and existing District	September Board meeting	A presentation by a charter attorney and representative from Capital Advisors would be valuable.

**Goal 4 - Work Culture: Our teachers and staff are very satisfied with their working conditions and the support they receive so that we can maintain a steady workforce and they can be more effective educators.**

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
<b>1) Personnel Practices:</b> Research and review all Twin Hills personnel practices to ensure adherence to the California Education Code. Work with district legal counsel as needed to establish best practices that attract and retain the highest quality staff to the District.	Superintendent Human Resources Staff	Legal consultation costs as needed	Summer '24	
<b>2) Exit Interviews:</b> Research best practices for conducting exit interviews of staff and families leaving the District. Implement a system that effectively gathers written data from departing families and staff and makes recommendations to the Board based on this data. Provide the Board with the source documents for review. Quarterly report to the Board the results of this information and include recommendations of improvement.	Superintendent Human Resources Staff	None	Winter '24/25	
<b>3) Staff Handbook:</b> Identify the most recent edition of the Twin Hills staff handbook. Update the document to reflect current laws, policies, expectations, and procedures. Once updated, bring the draft handbook to the Board for approval. Ensure all employees are issued a copy of the handbook following board approval.	Superintendent Board President Human Resources Staff	None	Summer '24	
<b>4) Staff Engagement:</b> Implement a staff engagement survey conducted by the end of the calendar year each year to assess the staff's level of satisfaction. Identify areas where improvement is needed and develop a written report on the findings and actions to address the issues that emerge. Report both the findings of the surveys, disaggregated by site, and the written report to the Board.	Superintendent	None	Fall '24	

**Goal 5—Finances: The District operates in a financially sustainable manner. Its administrative services are cost-effective and reflect best practices among similar-sized Districts. The District incorporates emerging best practices on an ongoing basis, leading to annual increases in the percentage of revenue spent in the classroom.**

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
<b>1) Fiscal Stability:</b> In light of significant deficit spending in '23/24, develop a 3-year plan to ensure maintenance of a 17% financial reserve, as directed by the Board, while ensuring that resources at schools are adequate to attract and retain students. Provide written strategies to the Board that outline specific actions to be taken in the coming and subsequent year to achieve this outcome.	Superintendent - with support from the Business Manager	None	November '24	
<b>2) Budget Development:</b> Investigate top-performing districts to identify optimal methods for crafting forthcoming Twin Hills budgets. Incorporate a board-endorsed budget timeline. Additionally, provide an extensive written assessment of the District's procedure for distributing discretionary funding to individual schools (funds not allocated to approved staffing levels) and the protocol for school principals to access these discretionary funds.	Superintendent Business Manager	None	Board Approval of budget calendar in January '25	
<b>3) District Consolidation:</b> Begin comprehensive research and analysis pertaining to the merits of district consolidation. Create a Board Subcommittee to establish the steps for completing the research. Collaborate with SCOE to garner support for an outside study on consolidation. Establish a working group to include representatives from appropriate neighboring districts. Keep the Board, union and the public apprised as the process progresses.	Superintendent Board Sub-committee	Yet to be determined	Begin in Fall '24	Consolidation discussions will likely take considerable time.

<b>4) District Transportation:</b> Work closely with West Sonoma County Transportation to develop a long-range, cost-effective plan for the future of District transportation services. Provide a written report to the Board with specific recommendations for reducing expenditures by 25%, 50%, 75%, and 100% from current levels. Provide to the Board any possible negative consequences for incrementally reducing transportation services.	Superintendent Business Manager	None	Fall '24	
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**GOAL 6 - Community Engagement: Engage with parents, community members, and stakeholders to build support and trust. Prioritize efforts to involve the community in decision-making and communication.**

ACTION STEPS	RESPONSIBILITY	RESOURCES	TIMELINE	COMMENTS
<b>1) Board Policy Revisions:</b> Review and update all board policies to conform to current laws and legal precedent. Establish an ad hoc board sub-committee to review each section of the board policy book, recommending new and updated policies to the entire board. Contract with CSBA to support this effort.	Superintendent Board President	Contract with CSBA (approx \$4000)	Begin Summer '24	This complex project will likely take a full year but is imperative for the future health of the District.
<b>2) District Promotional Materials:</b> Improve the professional image of the district's promotional materials, including the district and each school's website. Identify a member(s) of the Twin Hills community with expertise in marketing to review and make recommendations for substantial improvements to the Twin Hills promotional materials. Ideally, find a marketing expert who would be willing to volunteer support to the District. Present a written report to the Board on the findings and recommendations	Superintendent	None	Fall '24	

<p><b>3) Awareness and Involvement in District Board meetings:</b> Provide a <del>monthly</del> parent letter following each board meeting summarizing updates from <del>each meeting</del>, <b>quarterly</b> and providing the date of the next board meeting, including the “highlight” (listed in the very first Action Step). <b>Research alternative venues for holding board meetings to increase a welcoming tone to families and staff who wish to attend (in person or virtually).</b></p>	<p><b>Superintendent and?</b></p>	<p><b>None</b></p>	<p><b>Aug '24</b></p>	<p><b>Increased transparency and communication with families will help them feel involved, heard, and respected, in addition to increasing retention. This will also provide direction and a regularity to Superintendent communication to families.</b></p>
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## FY 2024-25 Budget Development Calendar

DATE	ACTIVITY
January 2024	24-25 Governor's Budget Proposal
	23-24 Second Interim period ends January 31. Budget updates done by that date are in the Approved column and are presented to the Board for approval
	22-23 Audit Report for period ended 06/30/2023 presented to the Board for approval
	24-25 Budget planning with Budget Ad Hoc Committee to discuss Governor's budget proposal
February 2024	23-24 Final Second Interim budget updates done for Projected column
	24-25 Budget planning with Budget Ad Hoc Committee to discuss subsequent year expense reductions
	24-25 Budget planning with Administrative team, discuss subsequent year expense reductions, projected enrollment, staffing
March 2024	23-24 Second Interim Report presented to the Board for approval with February budget updates. Due to SCOE by 3/15
	24-25 Budget planning with Administrative team, discuss subsequent year expense reductions and staffing
April 2024	24-25 Budget planning with Administrative team, discuss subsequent year expense reductions, projected enrollment, staffing
May 2024	24-25 Governor's May Revise
	24-25 Budget LCFF revenue calculations based on COLA provided in May Revise. All other revenue estimates completed. LCFF Calculator includes estimated enrollment and ADA per site administrator numbers and history
	24-25 Budget expenses finalized including salaries, employee benefits, instructional materials, supplies and services.
	24-25 Budget Preview with Board late May/early June
June 2024	24-25 Budget and LCAP Public Hearing
	24-25 Budget and LCAP presented to the Board for approval
July 2024	24-25 State of California adopts their budget and trailer bills
August 2024	24-25 45 day budget report based on State of CA adopted budget presented to the Board for approval
September 2024	23-24 Unaudited Actuals presented to the Board for approval with final budget updates
October 2024	24-25 First Interim period ends October 31. Budget updates done by that date are in the Approved column and are presented to the Board for approval
November 2024	24-25 Final First Interim budget updates done for Projected column
December 2024	24-25 First Interim report presented to the Board for approval with November budget updates. Due to SCOE by 12/15



## Service Order

### LEA Name and Contact Information

Name: Orchard View School

Address: 700 Watertrough Road Sebastopol, CA

### LEA Primary Point of Contact

Name: Maura DuVall

Email Address: mduvall@twinhillsusd.org

### LEA Secondary Point of Contact

Name:

Email Address:

### PresenceLearning Contact Information

Name: Leigh Smith

Email Address: leigh.smith@presence.com

## Service Order

### 1. Services

Service Type	Weekly Hours	Service Rate
Weekly Dedicated SLP Hours	1.00	\$96.00
Weekly Dedicated SLP Supervision Hours		\$116.00
Weekly Dedicated SLP Hours - Short-term Leave		\$124.80
Weekly Dedicated SLP Hours - Bilingual		\$116.00
Weekly Dedicated SLP Hours - AAC		\$108.00
Weekly Dedicated SLP Hours - DHH		\$108.00
Weekly Dedicated SLP Hours - ASL		\$108.00
Weekly Dedicated SLP Hours - Visually Impaired		\$108.00
Weekly Dedicated OT Hours	1.00	\$92.00
Weekly Dedicated OT Supervision Hours		\$111.00
Weekly Dedicated OT Hours - Short-term Leave		\$119.60
Weekly Dedicated OT Hours - Bilingual		\$111.00
Weekly Dedicated BMH Hours	13.00	\$92.00
Weekly Dedicated BMH Hours - Bilingual		\$111.00
Weekly Dedicated BMH Hours - Short-term Leave		\$119.60
Weekly Dedicated Individual Mental Health Counseling Hours		\$92.00

### 2. SLP Assessments

Service Type	Weekly Hours	Service Rate
Screening by SLP		\$75.00
Bilingual Screening by SLP		\$125.00
Evaluation Coordination and Results Summary by SLP		\$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		\$300.00
Review of Records by SLP		\$125.00
Articulation Standard Assessment by SLP		\$110.00
Auditory Processing Select Subtests by SLP		\$120.00
Early Childhood Language Assessment by SLP		\$165.00
Fluency Standard Assessment by SLP		\$150.00
Language Select Subtests by SLP		\$73.00
Language Standard Assessment by SLP		\$215.00
Pragmatic Language Standard Assessment by SLP		\$125.00

Service Type	Weekly Hours	Service Rate
Phonological Process Analysis Select Subtests by SLP		\$63.00
Phonological Processing Assessment by SLP		\$110.00
Supplemental Language Screener by SLP		\$58.00
Spanish Language Standard Assessment by SLP		\$215.00
Spanish Language Select Subtests by SLP		\$90.00
Spanish Auditory Processing Select Subtests by SLP		\$122.00
Additional Bilingual Assessment Component by SLP		\$90.00
Spanish Articulation Measures (SAM) by SLP		\$85.00
Spanish Articulation Standard Assessment by SLP		\$100.00
Additional Language Subtest by SLP		\$73.00
Extended Coordination by SLP		\$63.00
Language Difference vs. Disorder Analysis by SLP		\$94.00
Unplanned Student Absence SLP		\$50.00
Parent Interview by SLP		\$63.00
Teacher Interview by SLP		\$63.00
Student Interview by SLP		\$63.00
Results Meeting by SLP		\$125.00
Bilingual Evaluation: Special Considerations		\$33.00
Desired Results Development Profile Component-DRDP (CA only)		\$125.00
Rating Scale Assessment by SLP		\$125.00
AAC Evaluation: Special Considerations		\$33.00
AAC: Device analysis		\$63.00
AAC: Device trial		\$33.00
AAC: Feature matching trials		\$33.00
Speech-Language Sample by SLP		\$125.00
Observation by SLP		\$95.00

### 3. OT Assessments

Service Type	Weekly Hours	Service Rate
Screening by OT		\$73.00
Review of Records by OT		\$124.00
Standard School-Related-ADL Assessment by OT		\$97.00
Standard Sensory Processing Assessment by OT		\$30.00
Standard Motor Skills Assessment by OT		\$123.00
Standard Visual Perception Assessment by OT		\$97.00
Standard Preschool Assessment by OT		\$153.00
Additional Assessment Component by OT		\$73.00
Extended Coordination by OT		\$63.00

Service Type	Weekly Hours	Service Rate
Informal Fine Motor Assessment by OT		\$80.00
Unplanned Student Absence OT		\$50.00
Parent Interview by OT		\$63.00
Teacher Interview by OT		\$63.00
Student Interview by OT		\$63.00
Results Meeting by OT		\$124.00
Evaluation Coordination and Results Summary by OT		\$265.00
Observation by OT		\$93.00

#### 4. BMH Assessments

Service Type	Weekly Hours	Service Rate
Additional Assessment by MHP/Ed Diag		\$311.00
Additional Requested Paperwork by MHP/Ed Diag		\$78.00
Extended Coordination by MHP/Ed Diag		\$83.00
Results Meeting by MHP/Ed Diag		\$160.00
Screening by MHP/Ed Diag		\$172.00
Review of Records by MHP/Ed Diag		\$279.00
Rating Scale Assessment by MHP/Ed Diag		\$217.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00
Functional Behavior Assessment by MHP/Ed Diag		\$429.00
Intervention Data Analysis by MHP/Ed Diag		\$78.00
Parent Interview by MHP/Ed Diag		\$78.00
Student Interview by MHP/Ed Diag		\$78.00
Teacher Interview by MHP/Ed Diag		\$78.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Observation by MHP/Ed Diag		\$162.00

#### 5. Psychoeducational Assessments

Service Type	Weekly Hours	Service Rate
Review of Records by MHP/Ed Diag		\$279.00
Cognitive Select Subtests		\$187.00
Processing Select Subtests		\$201.00
Achievement Select Subtests		\$140.00
Rating Scale Assessment by MHP/Ed Diag		\$217.00
Achievement Standard Battery		\$279.00
Long Cognitive Battery		\$345.00
Additional Assessment by MHP/Ed Diag		\$311.00

Service Type	Weekly Hours	Service Rate
Processing Standard Battery		\$361.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00
Schoolwide Consultation (Hourly)		\$89.00
Short Cognitive Battery		\$181.00
Spanish Select Subtests		\$320.00
Spanish Battery		\$408.00
Screening by MHP/Ed Diag		\$172.00
Additional Requested Paperwork by MHP/Ed Diag		\$78.00
Functional Behavior Assessment by MHP/ Ed Diag		\$429.00
Intervention Data Analysis by MHP/Ed Diag		\$78.00
Parent Interview by MHP/ Ed Diag		\$78.00
Student Interview by MHP/Ed Diag		\$78.00
Teacher Interview by MHP/Ed Diag		\$78.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Results Meeting by MHP/Ed Diag		\$160.00
Extended Coordination by MHP/Ed Diag		\$83.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Observation by MHP/Ed Diag		\$162.00

Document Camera	\$90.00 (each)
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Service Order

Total Weekly Dedicated Hours	15.00	\$1,384.00
School Service Weeks	35.00	
SLP Assessments Commitment		
OT Assessments Commitment		
BMH Assessments Commitment	0	
Bilingual SLP Assessments Commitment		
Psychoeducational Assessment Commitment	\$8,000.00	
Implementation Fee	\$1,937.60	
Estimated Annual Service Coordination Fee	2.50%	\$1,086.41
Estimated Annual Program Fee	\$59,464.01	
Annual Dedicated Hours Cost	\$48,440.00	
Service Order Term	August 19, 2024 through June 6, 2025	

# Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

LEA

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



## Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 3739 Balboa St, Suite 1001, San Francisco, CA 94121 (“Presence”), and the undersigned Local Educational Agency (“LEA”). Each of Presence and LEA may individually be referred to as a “Party” and collectively referred to as the “Parties”.

**1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is for Presence to provide special education related services, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”) Upon acceptance of a LEA student, LEA shall submit to Presence an Individual Services Agreement (“ISA”) as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge Presence’s obligation to provide all services specified in the student’s Individualized education plan (“IEP”). Provided that the LEA submits to Presence an ISA, the ISA shall be executed within ninety (90) days of an LEA student’s enrollment, and LEA and Presence shall enter into an ISA for each LEA student served by Presence. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

**2. STRUCTURE OF THE AGREEMENT.** This Agreement shall apply each time LEA engages with Presence for the provision of Services. The Services shall be described in service orders (each, a “Service Order”) and/or exhibits (each, an “Exhibit”), each of which shall reference this Agreement and, with respect to each Service Order, shall be executed by the Parties. Each Service Order and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This Agreement and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this Agreement and the terms of any Incorporated Document, the terms of the Agreement shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the Agreement) agree to: (a) exclude or except an otherwise controlling provision of this Agreement; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this Agreement; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this Agreement (or any Incorporated Document).

### 3. PRESENCE PLATFORM.

**3.1 Platform and Support.** All Services provided to LEA shall be delivered via Presence’s proprietary web-based application (together with any components, software, or related documentation, the “Platform”). The applicable license granted by Presence to LEA with respect to Platform usage will be as set forth in the applicable Service Order. As a web-based application the Platform requires certain equipment for optimal performance, see tech specifications (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time).

**3.2 Platform Restrictions.** LEA shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (a) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (b) sublicense, rent,

lease, loan, assign, transfer, share, or resell the Platform; (c) make the Platform available to third parties; (d) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (e) make copies of documentation contained within the Platform. If LEA breaches the terms of this Agreement or if LEA or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend LEA's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 3.2. Neither LEA or its student users and staff (collectively, "Authorized Users") may:

- (i) Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;
- (ii) Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;
- (iii) Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
- (iv) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- (v) Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or
- (vi) Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

**4. CERTIFICATION.** Presence is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian agency ("NPA"). All NPA services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each service provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

**5. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.** During the Term (as defined in Section 6 below), unless otherwise agreed, Presence shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

**6. TERM OF THE AGREEMENT.** The term of this Agreement shall be reflected on the Service Order ("Term") and shall be re-negotiated prior to June 30 of the then current school year in accordance with Title 5 California Code of Regulations section 3062(a).

**7. INTEGRATION/CONTINUANCE OF THE AGREEMENT FOLLOWING EXPIRATION OR TERMINATION.** This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement

except as set forth in a Service Order. This Agreement may be amended only by written amendment executed by both parties.

**8. INDIVIDUAL SERVICES AGREEMENT and IEP.** LEA is to provide to Presence an ISA for each LEA student to whom Presence is to provide services. Presence shall provide the Services specified in the student's IEP for which Presence has been engaged to provide. In the event Presence is unable to provide a specific service which it agreed to provide at any time during the Term, Presence shall notify the LEA in writing within a commercially reasonable period. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence.

**9. NOTICES.** All notices provided for by this Agreement shall be in writing. Notices shall be mailed, delivered by hand, or emailed and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Service Order. All notices to Presence shall be sent to PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com.

#### **10. MAINTENANCE OF RECORDS & CONFIDENTIALITY.**

10.1 Maintenance of Records. Presence shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information. Presence shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. Presence shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or Presence having a legitimate educational interest in requesting or receiving information from the record. Presence shall maintain copies of any written parental concerns granting access to student records. Presence shall, after notifying LEA, grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. Presence agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. For purposes of this Agreement, the term "parent" means any adult with legal authority to make educational decisions for the child.

10.2 Confidentiality. LEA understands that it may receive confidential and proprietary information relating to Presence's business ("Presence Confidential Information"). LEA agrees that the Presence Confidential Information is confidential and is the sole, exclusive and extremely valuable property of Presence. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that Presence shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose Presence Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify Presence promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit

Presence to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

**11. SEVERABILITY CLAUSE.** If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**12. SUCCESSORS IN INTEREST.** This Agreement binds Presence's successors and assignees. Presence shall notify the LEA of any change of ownership or corporate control.

**13. VENUE AND GOVERNING LAW.** The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

**14. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.** This Agreement may be modified or amended by the LEA, with mutual agreement of Presence, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the Presence thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**15. TERMINATION.** This Agreement shall continue until the end of the Term. This Agreement or any ISA may be terminated for cause upon either Party providing the other Party with twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). ISAs are void upon termination of this Agreement. Upon the expiration or termination of this Agreement for any reason, all amounts owed Presence under this Agreement or any applicable Service Order, which accrued before such termination or expiration will be immediately due and payable. If LEA terminates this Agreement prior to the expiration of the Term, other than for cause, it shall be considered a breach of this Agreement, and LEA shall pay a cancellation fee of (i), if the Service Order provides for a Weekly Dedicated Hours, a fee equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours or (ii), if the Service Order provides for Flexible Hours fee, the product of (aa) \$750 and (bb) the number of students who have received Services the 60 days before termination ("Termination Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section 15 are difficult to estimate on the effective date hereof and would be difficult for Presence to prove. The parties intend that LEA's payment of the Termination Liquidated Damages Amount would serve to compensate Presence for LEA's breach of its obligations under this Section 15, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

**16. INSURANCE.** Presence will provide LEA with a copy Certificate of Insurance that shows Presence's insurance limits in all respects. Presence's COI supersedes any other insurance requirements.

**17. INDEPENDENT CONTRACTOR.** Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Presence shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by Presence to perform any services for the LEA. If the

LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of Presence, Presence may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. CONFLICTS OF INTEREST.** Presence and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with Presence if the attorney or advocate is employed or contracted by the Presence, or will receive a benefit from the Presence or otherwise has a conflict of interest.

**19. NON-DISCRIMINATION.** Presence shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**20. FREE AND APPROPRIATE PUBLIC EDUCATION.** LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence. Presence shall make no charge of any kind to parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

**21. PRIMARY SUPPORT PERSON.** LEA agrees to ensure that an adult primary support person (a "PSP") will be present wherever the services are being delivered, provided, that, if the Services are being delivered in a school setting, LEA will ensure that the PSP shall have a signed authorization by the parent or legal guardian to authorize emergency services as requested. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

**22. CALENDARS.** Presence shall be provided with a LEA-developed/approved calendar. Presence herein agrees to observe holidays as specified in the LEA-developed/approved calendar. Presence shall provide Services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, Presence shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. Indirect services such as documentation may be provided outside of days or times in which school is in session.

**23 DATA REPORTING.** Upon LEA's request, Presence shall provide to LEA data related to student information and billing information concerning the Services provided pursuant to this Agreement. LEA may request that Presence utilize the Special Education Information System ("SEIS") or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide Presence with appropriate software, user training and proper internet permissions to allow adequate access of any systems LEA requests Presence to use.

**24. MANDATED ATTENDANCE AT LEA MEETINGS.** Presence, through an employee, agent and/or Clinical Staff may attend LEA mandated meetings concerning Services provided pursuant to this Agreement by phone or video conference, at Presence's sole discretion. LEA shall provide Presence with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

**25. IEP TEAM MEETINGS.** Presence, through an employee and/or Clinical Staff at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. Presence, through an employee and/or Clinical Staff at its sole discretion, may attend IEP team meetings by phone or by video conference. Presence shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement. It is understood that the Presence shall utilize the approved electronic IEP system of the LEA ("Approved System"), such as the SEIS for all IEP planning and progress reporting. LEA or the SELPA shall provide training for Presence to assure access to the Approved System. Presence shall maintain confidentiality of all IEP data on the Approved System and shall protect the password requirements of the system. When a student disenrolls or ceases receiving Services pursuant to this Agreement from Presence, Presence shall discontinue use of the Approved System for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP.

**26. DUE PROCESS PROCEEDINGS.** Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, may participate in special education due process proceedings including mediations and hearings concerning Services provided pursuant to this Agreement, as may be requested by LEA. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, will make all commercially reasonable attempt to participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

**27. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.** On written request by LEA, Presence shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning for which Presence is providing Services pursuant to this Agreement. A copy of any progress reports shall be maintained by Presence and shall be submitted to the LEA within 10 days of request. Presence shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. Presence shall provide this data supporting progress within a commercially reasonable period. Presence is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services for which Presence is providing pursuant to this Agreement.

**28. LEA STUDENT CHANGE OF RESIDENCE.** If Presence has actual knowledge of LEA student's change of residence, Presence will notify LEA. It is understood by the Parties, that Presence provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Presence depends on LEA knowing the LEA student's residence and any changes thereto.

**29. PROFESSIONAL CONDUCT.** It is understood that all Presence's employees, agents, and Clinical Staff shall adhere to customary professional standards when providing Services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Except as otherwise expressly set forth herein, Services are provided "as is" without any warranty and Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

**30. PRESENCE PROPRIETARY RIGHTS.** Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and

related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence.

**31. MONITORING.** Presence shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

**32. CLEARANCE REQUIREMENTS.** Presence shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for Presence’s employees and Clinical Staff, who have contact with LEA Students. Presence hereby certifies that it will only place Presence’s service providers with LEA that have not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s or Clinical Staff’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). In addition, with regard to employees and Clinical Staff who will have direct contract with LEA students, Presence shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**33. CLINICAL STAFF.** In addition to employee service providers, Presence may engage independent contractors to provide the Services (“Clinical Staff”), and Presence will ensure that all Clinical Staff meet all requirements for licenses, clearances, and qualifications required by the CDE and this Agreement. Presence shall remain fully responsible for any and all of its obligations under this Agreement.

**34. STAFF QUALIFICATIONS.** Presence shall ensure that all of Presence’s employees and Clinical Staff who provide Services to LEA pursuant to this Agreement hold the required credentials and state License consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

- a. The term “credential” means a valid License, as defined below, or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- b. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

Such qualified employees and Clinical Staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher’s scope of practice. Presence shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. At LEA’s request, Presence shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other

documents which entitle the holder to provide special education related services of employees and Clinical Staff who will be providing services to LEA students pursuant to this Agreement.

**35. SERVICE PROVIDER ABSENCE.** When Presence's service provider is absent, Presence shall notify LEA and arrange for a "make-up" session. Presence will provide to LEA documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Should a service provider take a leave of absence, then the Presence will attempt to provide a qualified substitute to take over the services to the student. Presence shall not "bank" or "carry over" make-up service hours under any circumstance, unless otherwise agreed to in writing by Presence and authorized LEA representative. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area ("SELPA") of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Agreement, unless otherwise specified in this Agreement.

**36. HEALTH AND SAFETY.** Presence shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Presence shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of Presence's employees and volunteers for tuberculosis.

**37. INCIDENT/ACCIDENT REPORTING.** Presence shall submit within 24 hours, electronically, any accident or incident report to the LEA. Presence shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**38. CHILD ABUSE REPORTING.** Presence and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

**39. SEXUAL HARASSMENT.** Presence shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the Presence's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. Presence further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**40. STUDENT ABSENCES.** Presence shall notify LEA of the no-show or unplanned absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

**41. INSPECTION AND AUDIT.** Presence shall maintain, and the LEA shall have the right to request access to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

**42. INVOICE.** In consideration for the Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order upon receipt of invoices and any related documents. All undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest

at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus Presence's reasonable costs of collection.

#### **43. FEES.**

43.1 Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Term, LEA will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. The LEA may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.

43.2 Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If LEA cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), LEA agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

43.3 Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

43.4 Assessment Commitment. Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and LEA will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

43.4 Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

43.5 Program Implementation Fee. Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate clinicians, and scheduling student services.

43.6 Service Coordination Fee. Beginning in the second calendar month of the Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

**44. SEEKING PAYMENT FROM OUTSIDE SOURCES.** Presence will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. Presence shall not seek payment from parents for the services being provided by Presence (including, but not limited to, screenings,

assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement) or the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

**45. EQUIPMENT.** Presence is not responsible in providing the LEA's students with any equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets. It will be the responsibility of LEA that its students have all appropriate equipment necessary to receive Services, including internet. LEA may purchase equipment from Presence as specified in the Equipment Schedule.

**46. SERVICE PROVIDER CONVERSION; CONVERSION FEE.**

46.1 Service Provider Conversion. During the Term of this Agreement, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence service providers except in accordance with the terms set forth in this Section 46.

46.2 Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Presence of its intent to offer employment to any Presence service provider not less than ten (10) calendar days prior to offering such employment (any service provider that accepts such offer of employment, a "Converted Service Provider"). Upon the date a Converted Service Provider commences employment with LEA (the "Conversion Effective Date"): (i) the Converted Service Provider shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Service Provider utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the Term and (ii) LEA shall pay Presence a fee of \$20,000.

**47. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, Presence shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and Clinical Staff ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of Presence, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold Presence and its Board Members, administrators, employees, agents, attorneys, and Clinical Staff ("Presence Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding Presence and/or any Presence Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will Presence be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if Presence knew or should have known of the possibility of such damages. Presence's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to Presence during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall

under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Presence would not enter into this Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

**48. REPRESENTATIONS.** LEA hereby represents and warrants to Presence as follows:

- a. LEA has the right, power, and authority to enter into and perform its obligations under this Agreement;
- b. LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement;
- c. the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA;
- d. this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies;
- e. the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof;
- f. LEA will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes Presence or its employees, agents or Presences from complying with any applicable law;
- g. that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "Student Records") prior to LEA's providing Presence with access to such Student Records;
- h. that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of Services in no way replaces or substitutes for the professional judgment of LEA or a service provider;
- i. that prior to receiving services, LEA will provide Presence with the conditions described in the technical specifications available at <https://www.presencelearning.com/tech-requirements/> , and other conditions as set forth by Presence, and that if LEA does not provide Presence with the specified conditions, as determined by Presence in its sole discretion, within 30 days of the beginning of a Term, Presence does not guarantee sufficient service provider availability to provide Services; and

- j. that LEA acknowledges that Presence is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Student Records made available to it pursuant to this Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**PresenceLearning, Inc.**

**LEA**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Agreement between PresenceLearning, Inc (“Presence”) and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

**1. HARDWARE AVAILABLE FOR PURCHASE.** LEA may, at LEA’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

LEA is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

## 2. WISC-V AND WAIS-IV KITS.

**2.1** Purchase of WISC-V Kits and/or WAIS -IV Kits If LEA has access to WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
<b>Block Design only</b> Stimulus Book	\$11.00
Block Design Blocks	\$46.00

**2.2** Tracking and Return of Kits. LEA understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, LEA must arrange for the return of the Test Kit directly to LEA. On a quarterly basis, LEA will

acknowledge and confirm to Presence that the Test Kits are in LEA's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a LEA's student once it has been used.

**3. OT KITS.** LEA may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

**4. DELIVERY AND DELIVERY ADDRESS; TITLE; RISK OF LOSS.**

**4.1 Delivery and Delivery Address.** Presence will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to LEA.

**4.2 FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

**4.3 Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

**4.4 Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by LEA.

**5. INSPECTION OF GOODS.** LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

**6. FEES; PAYMENT.** LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.

**7. DISCLAIMER OF WARRANTY.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

**8. DELAY OR FAILURE TO PERFORM.** Presence will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.

**MAGNOLIA GLOBAL ACADEMY FOR LEADERS, dba Magnolia Project  
PROFESSIONAL SERVICES AGREEMENT**

This Magnolia Global Academy For Leaders Professional Services Agreement (Agreement) is entered into by and between Magnolia Global Academy For Leaders, dba Magnolia Project, a California nonprofit public benefit corporation at 3558 Round Barn Blvd., Suite 200, Santa Rosa, CA 95403 (hereinafter, Magnolia Project) and the undersigned School District whose business address is set forth under their signature at the end of this Agreement (hereinafter, The School District). Magnolia Project and The School District are sometimes referred to together as the “Parties”.

**RECITALS**

WHEREAS, The School District wishes to have Magnolia Project provide it with services relating to the Magnolia Project Career Explorations and Apprenticeship Program (the Program), which is more fully described in the Scope of Work attached to this Agreement as Exhibit A and made a part hereof (the Program); and

WHEREAS, Magnolia Project is agreeable to providing its services necessary for The School District to implement the Program; and

WHEREAS, In consideration of these recitals and the promises set forth in this Agreement, the sufficiency of which consideration is hereby acknowledged and accepted by the Parties, Magnolia Project and The School District agree to the terms set forth in this Agreement.

**AGREEMENT**

**1. SERVICES TO BE RENDERED**

A. Services. The School District retains Magnolia Project to perform all services necessary to facilitate the Program (the Services), which Program is the property of Magnolia Project, as more fully set forth in this Agreement.

B. Collaboration; Sole Right to Control. The School District agrees that it shall work collaboratively with Magnolia Project to assist with its performance of the services provided to the School District pursuant to this Agreement, provided that Magnolia Project retains the right to control or direct the manner in which the Services are to be performed.

**2. PAYMENT FOR SERVICES**

The School District will pay Magnolia Project for its Services as described in the attached Exhibit A according to the payment schedule set forth in the attached Exhibit B. Magnolia Project will bear

**MAGNOLIA GLOBAL ACADEMY FOR LEADERS, dba Magnolia Project  
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its own expenses incurred in performance of this Agreement except as expressly set forth on Exhibit A.

### **3. TERM**

A. Term. The term of this Agreement will commence on the effective date of this Agreement, which shall be the date on which all parties have executed the agreement (the Effective Date) and continue until the following date: June 1st, 2025.

B. Termination. Either party may only terminate this Agreement for cause following written notice delivered to the other specifying a material breach in performance of this Agreement by the other party hereto, which breach said party thereafter fails to cure within ten (10) days following its receipt of such notice. Absent a valid termination of this Agreement by The School District, following the protocols set forth herein, The School District will be liable for timely payment of all sums due to Magnolia Project under this Agreement, whether or not The School District fulfills its duties and responsibilities relating to implementation of the Program.

### **4. RELATIONSHIP OF PARTIES**

A. Independent Contractor Status. The relation created between The School District and Magnolia Project by this Agreement is that of Principal and Independent Contractor. The School District is interested only in the result obtained by Magnolia Project in performance of the duties described herein and Magnolia Project shall have sole control of the manner and means of performing hereunder.

B. Tools and Equipment. Magnolia Project will supply all equipment, tools, materials, and supplies necessary to perform the services under this Agreement, unless otherwise requested by Magnolia Project.

C. Performance of Duties. The Magnolia Project will work autonomously and not at the direction of The School District. However, the Contractor will be responsive to the reasonable needs and concerns of The School District including scheduling the Program to fit the school day and school schedule as necessary.

D. Taxes and Benefits. The School District will not withhold any amounts for payment of taxes from Magnolia Project's compensation and Magnolia Project agrees that it is its exclusive responsibility to pay all local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments from The School District to Magnolia Project.

E. Insurance. Magnolia Project agrees to carry general liability and automobile liability insurance, as well as workers' compensation insurance if such coverage is necessitated by Magnolia Project's activities during this period.

F. No Agency Relationship. Magnolia Project has no right to act as an agent for The School District and has an obligation to notify any involved parties that it is not an agent

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of the Recipient.

## **5. ASSIGNMENT**

A. No Assignment. Magnolia Project may select any employees or subcontractors it wishes to perform the Services and fulfill its obligations under this Agreement, for which The School District's approval is not required.

B. No assignment or transfer of any interest of Magnolia Project or The School District in this Agreement shall occur without the written consent of the other.

## **6. OWNERSHIP OF WORK PRODUCT**

A. All intellectual property and related material (Intellectual Property) that is developed or produced under this Agreement will be the property of Magnolia Project and will not be classified as a "work for hire".

B. The School District is granted a non-exclusive limited use license of the Intellectual Property used by Magnolia Project in performing the Services under this Agreement. Upon expiration or earlier termination of this Agreement by either party, The School District is not permitted to continue to use the Program or any materials provided by Magnolia Project without entering into a new written agreement with Magnolia Project.

## **7. CONFIDENTIALITY**

A. Confidential Information of The School District (the "Confidential Information of The School District") refers to any data or information relating to the business of The School District which would reasonably be considered to be proprietary to The School District including, but not limited to, accounting records, business processes, and client records and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to The School District.

B. Magnolia Project agrees that it shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information of The School District which it has obtained, except as authorized by The School District or as required by law.

C. Confidential information of Magnolia Project (the "Confidential Information of Magnolia Project") refers to any data or information relating to the business of Magnolia Project which would reasonably be considered to be proprietary to Magnolia Project, including, but not limited to, accounting records, business processes, and client records and that is not generally known and where the release of that Confidential Information of Magnolia Project could reasonably be expected to cause harm to Magnolia Project.

D. The School District agrees that it shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information of Magnolia Project which it has obtained, except as

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authorized by Magnolia Project or as required by law.

E. The mutual obligations of confidentiality set forth in this paragraph will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

**8. NO EXCLUSIVITY.**

The Parties acknowledge that this Agreement is non-exclusive and that The Magnolia Project will be free, during and after the Term hereof, to engage or contract with third parties for the provision of services similar to the Services provided under this Agreement.

**9. RETURN OF PROPERTY**

Upon the termination of this Agreement, Magnolia Project will return to The School District any property, documentation, records or Confidential Information of The School District, and The School District will return to Magnolia Project any property, documentation, records or Confidential Information of Magnolia Project.

**10. INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**11. TIME COMMITMENT/FLEXIBILITY/STAFF BUY-IN**

A. Commitment. Magnolia Project requires The School District, including its full administrative and teaching staff, to support and accommodate The Program and its requirements. The School District and its staff hereby commit to using the Magnolia Project's curriculum during the school day, which shall include permitting students to participate in off-campus career explorations and/or apprenticeships during the school day. The School District agrees that its staff members will fully cooperate with the Program requirements as designed by the Magnolia Project and be actively involved as partners. The School District will fully support The Program and commit to implementing The Program as designed by Magnolia Project. The Parties agree that The School District's failure to live up to the commitments of time and staff that is set forth herein shall constitute grounds for termination of this Agreement by Magnolia Project.

B. Communication. The School District agrees that The School District and its staff shall respond to requests from Magnolia Project for support in a timely manner, which responses

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shall take no longer than 7-10 business days unless otherwise specified by Magnolia Project.

**12. MAGNOLIA PROJECT TO BE NAMED AS ADDITIONAL INSURED**

A. The School District agrees to add Magnolia Project (i.e., “Magnolia Global Academy for Leaders”) to its liability policy as an additional insured pursuant to ISO Form CG 20 26 11 85 ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION. The additional insured coverage afforded by the Magnolia Project shall be for both ongoing operations and products-completed operations. The additional insured coverage shall apply on a primary and noncontributory basis. The School District agrees to provide Magnolia Project with a Certificate of Insurance and Endorsement(s) evidencing Magnolia Project’s status as an additional insured under its liability insurance and that such additional insured coverage is primary to any insurance maintained by Magnolia Project. The School District agrees that this Agreement may be terminated at any time by the Magnolia Project for The School District 's failure to provide proof of such additional insured status and at any time during the pendency of this Agreement.

**13. LEGAL BACKGROUND CHECKS AND FINGERPRINTING**

A. Pursuant to the provisions of California Education Code § 10911.5, every contractor and/or volunteer who will have direct contact with minors, shall be fingerprinted before providing any services. Magnolia Project agrees to have itself and any of its employees and volunteers providing services to The School District pursuant to this agreement, submit to a fingerprinting process prior to performing said services. The fingerprinting process shall be as subscribed by The School District and the one-time-only cost shall be paid by The School District for itself and any of its employees and volunteers. Magnolia Project shall not use an employee or volunteer who fails to receive a satisfactory fingerprint report (e.g. clear of certain criminal offenses) in the service of this agreement.

**14. ARBITRATION**

A. Arbitration With JAMS. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Santa Rosa, California before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction

B. Each party will be responsible for any fees and costs, including, but not limited to, attorney’s fees resulting from the arbitration. The party that loses the arbitration will pay to the prevailing party any

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fees and costs incurred by the prevailing party, including, but not limited to, reasonable attorney's fees.

## **15. NOTICE**

Any notice required under this Agreement shall be deemed delivered: (1) 5 days following deposit in the U.S. Mail, first class, postage prepaid; (2) via personal delivery by either party to the other, which shall be effective upon receipt by the party to whom such notice is delivered; (3) via reliable overnight delivery by either party upon receipt; or (4) via Email provided the other party expressly acknowledges receipt of the email, which shall be effective at the time of such acknowledgment, if sent to the following addresses:

(a) Magnolia Project's Address: Magnolia Global Academy for Leaders, 3558 Round Barn Blvd., Suite 200, Santa Rosa, CA 95403;

Magnolia Project's Email: [gia@magnolia-project.org](mailto:gia@magnolia-project.org), [info@magnolia-project.org](mailto:info@magnolia-project.org)

(b) The School District's Address: See address and email listed below signature at the end of this Agreement.

## **16. GOVERNING LAW AND VENUE**

Governing Law/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue of any action arising from or relating to this Agreement shall be in Sonoma County, California, or if in federal court, then venue shall be in the United States District Court in either Oakland or San Francisco, California.

## **17. GENERAL PROVISIONS**

A. Severability. Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.

B. Force Majeure. To the extent caused by *force majeure*, no delay, failure or default of performance of any obligation by either party will constitute a breach of this Agreement, including, but not limited to, reason of any pandemic, epidemic, strike, labor troubles, act of God, natural disaster or any other cause whatsoever.

C. Controlling Agreement. The parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions contained in any contract, sales or order forms, acknowledgments, invoices, purchase orders, or other policy statements used by Company or Magnolia Project, the provision of this Agreement shall control.

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D. Entire Agreement. The parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement, which may only be amended or altered by a writing signed by the parties specifically referring to this Agreement.  
IT IS SO AGREED.

**MAGNOLIA PROJECT:** Magnolia Global Academy for Leaders, dba Magnolia Project

Dated: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name and Title)

**THE SCHOOL DISTRICT**

\_\_\_\_\_ (Fill in Complete Name of The  
School District)

Dated: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name and Title)

\_\_\_\_\_ (email address)

\_\_\_\_\_ (district address)

**MAGNOLIA GLOBAL ACADEMY FOR LEADERS, dba Magnolia Project**  
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**Section A: LIST OF SERVICES TO BE PROVIDED**

Magnolia Project will provide one semester-long middle school Career Exploration Pathway. The approximate number of students in the Career Explorations pathway is 40 students. Please note: **This contract for services shall not exceed 43 students.** *(Should the School District want additional students added to this contract, they should contact Magnolia Project CEO Gianna Biaggi).*

1. **Middle School Career Explorations Pathway:** Magnolia Projects middle grades pathway is a semester long career exploration program for 43 students in grades 7-9. **Magnolia Project will provide curriculum and implementation support for all three phases of the program:**
  - a. **Phase 1:** Pre-Exploration Preparation: Students will complete 12 sessions of Magnolia Project's Pre-Exploration Curriculum, to help students identify their passions and prepare them for success in their off-campus experience.
    - i. **Phase 1 Approximate Dates:** January 2025-March 2025
  - b. **Phase 2:** Students will spend 3 consecutive days (approx. 15-18 hours) shadowing a mentor in the community in a business/industry they are interested in. *(MP will provide 2 immersive on campus exploration opportunities for approx. 6-12 students).*
    - i. **Phase 2 Approximate Dates:** April 2025
  - c. **Phase 3:** Students will complete an additional 4 sessions of Magnolia Project's Pre-Exploration Curriculum, which will prepare them to do a Presentation of Learning about their Experience, and craft a Thank You Note to their Mentor.
    - i. **Phase 3 Approximate Dates:** May-June 2025

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**Magnolia Project provides the following services as part of our Pathways Programs:**

<b>Service</b>	<b>Description</b>
Pre-Explorations Curriculum	Comprehensive, step by step curriculum that prepares students for success in their off-campus exploration or apprenticeship experience. Curriculum is delivered via MP's technology platform.
Magnolia Project Program/Curriculum Platform	MP provides all students access to our technology platform that houses our Pre-Explorations curriculum, and Meaningful Next Phase support and resources.
ImBlaze: Worksite Check-In Platform	MP provides all students with a license to ImBlaze, our worksite tracking platform, to allow students to check in and out of their experience.
Teacher Professional Development and Training	1 half day training sessions (approximately 4 hours) to prepare teachers to facilitate the MP pathways programs, curriculum and procedures.
Explorations Site placements	MP actively finds, secures exploration and apprenticeship placements, and mentors, based on student need and interest, throughout Sonoma County. MP is the direct point of contact for all businesses and mentors.
Vetting of Placements & Background Checks for Mentors	MP facilitates all vetting of mentors and various exploration/apprenticeship placements. Site visits are facilitated pre-program for high risk industries.
Liability Insurance	MP carries GL insurance, we work with districts to ensure that all insurance needs are met. MP collects insurance information for all business mentors/sites.
Contracts and Permission Slips	MP provides all permission slips, contracts and paperwork documentation for parents, students and mentors/businesses participating in the program.
Program Implementation Support	MP provides a dedicated program coordinator to the school site to assist teachers with facilitating and managing various aspects of the program to ensure smooth delivery of services.
On-Call/Emergency Services during the off-campus experience	MP acts as an emergency contact/direct point of contact, along with a representative from the district, for students/mentors/parents during the off-campus experience.
Site Visits	MP assists with the facilitation of site visits, and accompanying staff during Phase 2 of the program.

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Professional Clothing and Hygiene Kits	MP provides professional clothing, shoes and hygiene kits for all students participating in our Pathways programs.
Post-Apprenticeship Stipend	MP provides a small stipend (in gift cards) for 11th-12th grade students who have successfully completed, (with fewer than 2 absences or latenesses) our Apprenticeship Pathways programs.
Food Stipends	MP provides small food stipends/support for students who qualify for the Federal Free and Reduced meals program at their school site.
Transportation Support	MP provides transportation support for students who qualify for the Federal Free and Reduced meals program at their school site.

**Magnolia Project provides the following supplies to all students in our Pathways Program:**

Access to Magnolia Project Platform
Access to ImBlaze App/Attendance Tracker
Professional Clothing & Hygiene Kits
Food Stipends (for students qualifying for free and reduced meals only)
Transportation Support (for students qualifying for free and reduced meals only)
Post-Apprenticeship Stipend (for 11th/12th grade students who have successfully completed the apprenticeship with fewer than 2 absences)

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**PAYMENT SCHEDULE**

The payment for these services totals to: \$11,000.00

Payment #	Amount	Due Date
1	\$5,500.00	September 1st, 2024
2	\$5,500.00	January 1st, 2025

The School District can pay the amount in full if necessary. Payment dates can be adjusted based on the needs of the school/district if necessary.



**Dragonfly Therapeutics**  
**5 Germaine Place**  
**Ignacio, Ca**  
**94949**

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT**, is hereby entered into between Dragonfly Therapeutics (Contractor) and Twin Hills School District.

### **Article 1 SERVICES**

Dragonfly Therapeutics shall, working individually and/or in cooperation with DISTRICT personnel, to provide IEP services per services outlined on the service page of the IEP, assessments, consultation, report and attend meetings as requested by the District.

### **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 rendered pursuant to the IEP/504 service agreement. Services to be billed including consultation at one hour per month, direct and collaborative services, assessments and screenings. Estimated totals for services.

1-2 hours: Screening  
 1-2 hours for an annual  
 3-5 hours for a triennial  
 5-10 hours for an initial

- Due to parent and staff needs additional meetings times may impact the above estimation.

One Hundred and Twenty Dollars an hour \$115.00

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Services to be rendered fee for service per IEP/504. Assessments, screenings and meetings to be billed at an hourly rate based on IEP team needs.

**Total Contract amount NTE: \$50,000**

**PAYMENT SCHEDULE:** Monthly

**PAYMENT TERMS:** Net 30 days upon receipt of invoice. ~~If payment is not received within 30 days a 20% charge will be added to the invoice.~~ All invoices to be submitted to:

Twin Hills Union School District 700 Watertrough Road, Sebastopol, CA 95472  
 acctspay@twinhillsusd.org

### **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**      **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 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 9**      **TERMINATION**

- (a) DISTRICT or CONTRACTOR may terminate this AGREEMENT by giving 60 (sixty) 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 10**      **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 11**      **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 12**      **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 13**      **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 14**      **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 15**      **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 16**      **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 School District

700 Watertrough Road

Sebastopol, CA 95472

Contractor: Dragonfly Therapeutic

5 Germaine Place

Ignacio, Ca 94949

**Article 17**      **SEVERABILITY**

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

**Article 18**      **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**

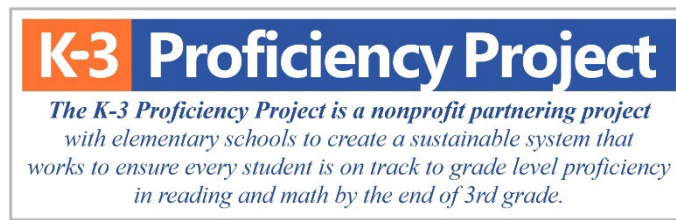
\_\_\_\_\_  
**Signature**

**Anna Guzman, Ed.D.**  
**Printed Name   Anna Guzman, Ed.D.**

**Samantha Shura**  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## Memorandum of Understanding (MOU)

**Between:** Innovations in Education (IIE), 501c3 and Apple Blossom Elementary of Twin Hills School District

### Part I: Introduction: Purpose of Agreement

#### **Opportunity Addressed**

This document constitutes a Memorandum of Understanding (MOU) between Innovations in Education (IIE), a 501c3 educational foundation, and Apple Blossom Elementary regarding the K-3 Proficiency Project (K-3PP) currently being implemented at (school).

K-3PP is a research-based model promoting early literacy; the goal, to bring every student to grade level proficiency in reading and math by the end of third grade. K-3PP provides targeted coaching in the areas of early literacy, math, the use of adaptive technology, the use of student performance data to inform instruction, and work in collaborative teams to improve instructional practice. The project works in partnership with schools to build learning structures and infrastructure that support and sustain accelerated student learning. Teachers, administrators, and parents actively engaged in K-3PP attest to the positive impact on their students.

This Memorandum of Understanding (MOU) outlines the partnership agreement between IIE and Apple Blossom Elementary to support the sustainability of K-3PP during the 2024-2025 school year.

#### **Parties Involved**

This MOU is made between Apple Blossom Elementary, an elementary school within the Twin Hills School District and Innovations in Education (IIE), a 501c3 Education Foundation.

#### IIE Foundation is represented by:

Gary Nelson, IIE board chair; Shawn Harmon, accountant, Nelson Family Office; IIE participants: Marc Elin, Executive Director; Ashley Tatman, K-3 Project Manager, and K-3PP Coaches, Terri Cogorno and Margaret Scott.

#### Apple Blossom Elementary is represented by:

Erin Elliott, Principal; Dr. Anna-Maria Guzman, Superintendent

**Scope of Work for 2024-25:**

Sustained professional development through coaching and use of student performance data.

The IIE/Apple Blossom Elementary partnership reflects targeted supplemental support to Apple Blossom Elementary as a “value added” model. K-3PP supports Apple Blossom Elementary goals consistent with K-3PP research based goals. Apple Blossom Elementary target activities for the 2024-25 school year include:

- Utilization of PLCs (professional learning communities)
- Embedded adaptive technologies including Lexia in the classroom
- Use of student data to inform/differentiate instruction
- Teacher training on use of Lexia Core 5 program and reports
- Differentiating Instruction (including use of small groups, adapting lesson plans)
- Consultation/collaboration with affected staff

**Goals for the IIE/Apple Blossom Elementary Partnership for the 2024-25 school year:**

- Maintain teacher mastery of the four pillars of instructional practice, including new teacher training prior to, and during the school year
- Complete Apple Blossom Elementary partnership targets in instructional methodologies and school structures
- Provide support to K-3 paraprofessionals in their instructional role in the classroom
- Consultation with academic coordinator to support teacher led data analysis of performance indicators, PLCs and individual student improvement
- Assist Apple Blossom Elementary in producing internal end-of-year goals and performance report
- Work with principal and school leadership to transition to independent sustainability of K-3PP

**Part II: Detail Roles and Responsibilities****IIE Collaborative Tasks for 2024-25**

IIE will continue to provide coaching support and consulting services for the 2024-25 school year. K-3PP, in tandem with principal and affected staff, will develop a check-in and support calendar for targeted coaching/consulting during the school year.

**Work to be Performed/Roles of Each Party**

For the 2024-25 school year, Apple Blossom Elementary will:

- Provide coaches access to, or assistance with, accessing student data for training purposes
- Work with K-3PP staff to provide information needed for K-3PP implementation
- Provide site licenses for Lexia at Apple Blossom Elementary
- Continue technology site support consistent with Apple Blossom Elementary plan
- K-3 teachers commit to designating 3 thirty-minute times/week to Lexia usage. During this time, teachers will work with select students in small groups or 1-1 based on data analysis
- Data Sharing:
  - Provide IIE permissions and timeline for use of student performance data
    - as part of IIE project analysis
    - to provide third party (such as West Ed.) access to anonymized data for independent evaluation purposes
    - to share year-end performance data (results) on IIE website or other venues
  - Student performance data will include:
    - Benchmark assessment data (e.g., STAR Math, STAR Reading, etc.) for each student in grades 1-3
    - Summative assessment data (e.g., CAASPP) for each student in grade 3
  - Student demographic data for the purposes of disaggregation will include:
    - Grade (K, 1, 2, 3), gender (F, M), English Language Learner (Yes/No), SpEd (Yes/No), Qualification for National School Lunch Program (Free, Reduced Price, Not Eligible)

**For the 2024-25 school year, IIE will provide Apple Blossom Elementary:**

- Coaches
  - Coaching support descriptors
    - K-3PP consultation/training support as identified by site need
    - individualized to target staff
    - new teacher training prior to start of, or during, school year
    - on-going support for Apple Blossom staff with data analysis and management
    - may include paraprofessional staff
    - with input from site leadership and K-3PP project director, implement sustainability recommendations and determine effectiveness for project longevity
- One K-3PP Project Manager
  - Project director/coach descriptors
    - work with site leads/administrators
    - oversee K-3PP (budget, team meetings, communication between IIE and Apple Blossom Elementary, etc)
    - supplemental coaching to admin/management team; “macro view”
    - work with coaches and site leadership to evaluate sustainability model; recommend future sustainability targets

- Based on the agreement between IIE and Apple Blossom Elementary, provide one K-3PP Instructional Aid
  - Instructional Aid support descriptors
    - During 90 min Lexia time, support students with technology issues related to logging into the programs
    - Monitor students staying on task and troubleshoot any tech issues
    - Implement sustainability recommendations and determine effectiveness for project longevity
- Collaboration with site and Apple Blossom Elementary staff to support access/training with data systems such as Aeries, Renaissance Learning, and CAASPP (for purpose of generating own reports)

### Part III: Terms of Agreement for 2024-25 MOU

#### **Dates of Agreement**

This agreement between IIE and Apple Blossom Elementary will commence upon signing date of agreement and end at completion of school year June, 2025.

#### **Services**

The 2024-25 service year aligns with the school calendar and includes consultation support to target teachers and staff. Apple Blossom Elementary will support teachers through supported schedules, structures (such as common planning time) and areas mutually identified by K-3PP and Apple Blossom Elementary leadership team.

#### **Payments/Costs**

IIE assumes costs associated with consulting support. Apple Blossom Elementary will continue regular site support and no costs will automatically accrue to either party as a result of the partnership. Apple Blossom Elementary will continue ongoing costs such as site licenses for Lexia and Dreambox, replacement costs of technology used/owned by Apple Blossom Elementary, typical “everyday” supplies used by teachers (e.g. copy paper, classroom supplies) and items/services that would typically be purchased/assumed/provided by the Apple Blossom Elementary in the course of regular duties.

The intent of this language is to ensure IIE supplemental support to the site and that existing site support is not supplanted by IIE actions. It in no way abrogates Apple Blossom Elementary authority to prioritize or change staffing allocations or site plans.

There is no payment schedule or fees attached to this agreement at this time.

## Changes to MOU

After work begins, the project may evolve or new issues may appear that were not contemplated at the time this agreement is written and signed. In the event either party wishes to amend the MOU, both parties agree to meet and collaboratively work on mutually agreeable adjustments with input from the affected staff. Amendments may be attached to this MOU by mutual agreement. This MOU constitutes a commitment by IIE and Apple Blossom Elementary to K-3PP sustainability.

IIE will ensure their employees meet school standards of employment that is commensurate with other staff on site.

## Signatures:

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Michael Ost, School Board, President

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DATE

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Dr. Anna-Marie Guzman, School District Superintendent

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DATE

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Gary Nelson, Board President for Innovations in Education

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DATE

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Marcia Nelson, Board Member for Innovations in Education

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DATE

**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 USD**

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

Name: Anna Guzman, Ed.D.

Title: Superintendent

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

**Sonoma State University**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# 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 Union School District

## Orchard View School

### 2024-2025 School Year Calendar

Agenda Item #11 - A

#### July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

#### August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

#### September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

#### October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

#### January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

#### March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			


#### May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

#### June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 4	Independence Day
August 12	Teacher Workday - Professional Development
August 13 - 16	Teacher Workdays
August 19	First Student Day
September 2	Labor Day
November 1	Teacher Workday - Professional Development
November 11	Veterans' Day Observed
November 25 - 29	Thanksgiving Break
December 23 - January 3	Winter Break
January 6	Teacher Workday - Professional Development
January 20	Martin Luther King Jr. Day
February 10	Lincoln's Day Observed
February 17	President's Day Observed
March 17-21	Spring Break
April 18	Local Holiday - (for emergencies)
April 21	Local Holiday - (for emergencies)
May 26	Memorial Day Observed
May 30	Last Student Day
June 2-5	Teacher Workdays

Holiday = 

First Student Day = 

Last Student Day = 

Teacher Workdays (186) = \_\_\_\_\_

Total Student Days: 175

Board adopted: \_\_\_\_\_

SunRidge Charter School  
2024-2025 School Year Calendar

Su	M	T	W	Th	F	Sa
			<b>July</b>			
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

			<b>August</b>			
			1	2	3	
4	5	6	7	8	[9]	10
11	[12]	[13]	[14]	<15>	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

			<b>September</b>			
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

			<b>October</b>			
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	[31]		

			<b>November</b>			
				[1]	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

			<b>December</b>			
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	T	W	Th	F	Sa
			<b>January</b>			
			1	2	3	4
5	[6]	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

			<b>February</b>			
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

			<b>March</b>			
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

			<b>April</b>			
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

			<b>May</b>			
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	[23]	24
25	26	27	28	29	30	31

			<b>June</b>			
1	2	3	4	<5>	[6]	7
8	[9]	[10]	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Date	Event
July 4	Independence Day
August 9, 13 & 14	Teacher Workdays
August 12	Professional Development - District & Site
August 15	First Student Day
September 2	Labor Day
October 31	Prof. Development/ Conferences
November 1	Prof. Development/ Conferences
November 11	Veterans Day
November 25-29	Thanksgiving Break
December 23-31	Winter Break
January 1 - 3	Winter Break

Date	Event
January 6	Professional Development
January 20	Martin Luther King Jr. Day
February 10 - 14	Presidents Break
February 17	Presidents Day
March 17-21	Spring Break
April 18 & 21	Local Holiday (For Emergencies)
May 23	Prof. Development/ Conferences
May 26	Memorial Day
June 5	Last Student Day
June 6, 9 & 10	Teacher Workday
June 19	Juneteenth

**Legend:**  
*italic/bold* = Early Release is every Thursday beginning August 15 and ending June 5. Grades 1-3 out @ 12:55pm, Grades 4-8 out @ 1:05pm.  
 Early Release is every Thursday, **AND** 8/16, 11/22, 12/20, 2/7 and 3/14  
**<Bold>** = First/Last Student Days **[Bold]**=Teacher Workdays/Non-Student Days **Bold** = School Holidays and Breaks

Charter Council Approved : 4/17/2024

Board Adopted:

SunRidge Elementary's 7th Grade will be visiting Mendocino Woodlands for their overnight field trip on September 11-13th 2024. In addition to the learning experience of camping and working together to create a healthy social group, we will learn about the local ecology of the Redwood forests and the beautiful coast! We will focus on learning about symbiotic relationships in native species, how humans impact the ecology of specific areas, especially focusing on limiting factors like the availability of food, water, shelter and space which can change animal and plant populations. Other limiting factors, like competition for resources, predation and disease can also impact populations and will be covered as well. As Mendocino is one of the few places on the planet where three tectonic plates meet, we will also study how plate boundaries affect plantlife, species diversity and make observations relating to the displacement of materials at such boundaries. These subjects relate to the standards of 7th grade ecology and earth sciences.

**TWIN HILLS UNION SCHOOL DISTRICT  
FIELD TRIP CHECKLIST**

*To be completed and returned to the Principal/Director at least two (2) weeks prior to the proposed field trip*

**TEACHER TO COMPLETE AND RETURN:**

1. TEACHER'S NAME Katharine Russell CLASSES INVOLVED 7<sup>th</sup>  
DATE OF FIELD TRIP 9.18 - 9/20/24 ALTERNATE DATE N/A # OF STUDENTS 22  
DESCRIPTION/DESTINATION 2024 Mendocino Woodland, CA 95960 8785  
39350 Little Lake Rd. Mendocino, CA 95960 8785  
CORRELATION WITH SUBJECT MATTER BEING STUDIED (Attach a copy of your lesson plan detailing activities to be presented before and after the field trip):  
Ecology and Earth Science (7-U.1, 7-U.2, 7-X.4, 7-X.1,  
7-X.2, 7-X.3, 7-X.4, 7-X.6, 7-Y.11, 7-X.5  
7-Y.2, 7-BB.2)  
DEPARTURE TIME: 8:30 am RETURN TIME: 5:30 pm
2. INFORMATIONAL LETTER/PERMISSION NOTE: Develop an informational letter using District form E 6153 (2) as a guideline. Obtain approval from the school principal and attach completed District provided permission form E 6153 (3) and send home.  
  
-COLLECT ALL PERMISSION NOTES (Keep on file until June).  
  
-I HAVE ENCOURAGED PARENTS OF CHILDREN WHO ARE ALLERGIC TO BEE STINGS OR INSECT BITES OR ON MEDICATION TO ATTEND THE FIELD TRIP YES/NO  
  
-I KNOW WHERE THE FIELD TRIP FIRST AID KIT AND MY STUDENT HEALTH PROBLEMS SUMMARY ARE LOCATED AND WILL TAKE EACH ALONG ON THE FIELD TRIP YES/NO
3. TRANSPORTATION WILL BE BY: (check mode below)  
☐ DISTRICT SCHOOL BUS (THIS DATE HAS BEEN CLEARED WITH BUS SUPERVISOR YES/NO)  
☐ OTHER SCHOOL BUS  
☒ PRIVATE VEHICLE  
☐ CHARTER BUS (I HAVE COMPLETED THE CHARTER BUS CHECKLIST E 6153 (5) YES/NO)  
☐ WALKING
4. NAME(S) OF CHAPERONE(S) TBD (7<sup>th</sup> Grade Parents 5 total) (depending on cars size)
5. COST OF TRANSPORTATION: \$600 COST TO STUDENTS: \$135 each
6. DATE SUBMITTED TO PRINCIPAL/DIRECTOR: 4.20.24
7. CALENDAR: AFTER ADMINISTRATIVE APPROVAL, I WILL WRITE THE DATE, TIME, AND DESTINATION ON THE OFFICE SCHOOL CALENDAR.
8. INFORM ALL AFFECTED SPECIALTY TEACHERS (Gardening, Games, Choir, Music, RSP, Handwork, Woodwork and Exploratory Classes) of date and time.
9. INFORM ALL AFFECTED DISTRICT PERSONNEL (SP.ED, Adaptive P.E., Speech, O.T.) of date and time.

**PRINCIPAL/DIRECTOR TO COMPLETE:**

PRINCIPAL/DIRECTOR'S RECOMMENDATION: APPROVE/DENY

SIGNATURE: [Signature] DATE: 5/7/21

TWIN HILLS UNION SCHOOL DISTRICT  
FILED TRIP PERMISSION FORM

SUNRIDGE SCHOOL  
 7285 Hayden Ave  
 Sebastopol, CA 95472

Date \_\_\_\_\_

My child, \_\_\_\_\_, has permission to go with  
 the 7<sup>th</sup> Grade Class class under the supervision of the sponsoring  
 teacher to visit Mendocino Woodlands on September 11-13, 2014

Departure Time: 8:30 am

Place: Sun Ridge Elementary

Returning Time: 5:30 pm

Transportation by: private automobiles

suggested donation \$  
 for ~~each~~ students: 200

I can/cannot (circle one) help as a chaperone.\*

In case of emergency, I can be reached by telephone at # \_\_\_\_\_.

If I am unavailable or time is of the essence, I authorize my son/daughter be taken to  
 the nearest medical facility to receive emergency treatment.

My child's doctor is \_\_\_\_\_, phone# \_\_\_\_\_.

\*My child is/is not (circle one) on special medication.

\*My child does/does not (circle one) require and EPI pen.

\*My child is/is not (circle one) allergic to bee stings or insect bites. (if yes to any of the  
 above, you are encouraged to attend; if you cannot attend, please include written  
 instructions on this form).

NOTE: 1) Twin Hills Union School District does not provide student health insurance.  
 However, I may contact the school office for information regarding a low cost  
 student insurance plan offered through a private company.  
 2) Twin Hills Union School District expects responsible behavior from each  
 student to, from, and during field trip activity.

\_\_\_\_\_  
 Signature of Parent or Guardian

TWIN HILLS UNION SCHOOL DISTRICT  
FIELD TRIP INFORMATION LETTER

Dear Parents,

On Wednesday Sept 11-13 2024 our class, along with  
 - Friday (day & date)

7<sup>th</sup> Grade Class will visit Mendocino Woodlands  
 (other classes) (destination)

In Mendocino by Car (private automobiles)  
 (city) (transportation)

Our class will depart from Sun Ridge Elementary <sup>8:30 am</sup> ~~8:00 am~~  
 (time)

This visit is in conjunction with our class study of Ecology and <sup>Food webs, Food chains, Symbiotic relationships</sup>  
Geology (Earth Science and plate boundaries)  
 (describe curricular area being studied)

Special items for the field trip:

- Your child (will) (will not) need a sack lunch from home including something to  
 drink (no glass please).

- Warm clothing, coat, extra socks, hat. - see packing list!

The permission form attached must be completed, signed, and returned to school  
prior to the field trip. Students without written permission will not be allowed to  
 attend the activity. Supervision and class work will be provided at school.

## SunRidge at the Woodlands, SEPT. 18 - 20, 2024

(KH)

WEDNESDAY

THURSDAY

FRIDAY

1:00 TO 4:00	9:30 TO 4:00	*We recommend students pack and clean cabins before breakfast. Let us know if you would like to schedule an hour and half closing hike in camp or a coastal hike.
INTRO HIKE & Challenge Course	REDWOOD ECOLOGY BIG TREE HIKE	
7 TO 8:30 NIGHT HIKE	7 TO 8:30 CAMPFIRE	TOTAL HOURS: (+ 1 HR PREP)

4.5 hrs

8.0 hrs

13.5 total for each naturalist\*

This is a draft schedule for planning purposes. We can certainly discuss ideas and make alterations as needed. At the MOSS program we try to keep the groups to around 10 - 12 students. We recommend having two naturalists with their own trail groups for a classroom of 22 students. This tends to build a stronger community within the trail group, minimizes risk, and adds more people to the mix during evening program. Cost calculations in this document are based on 2 naturalists, but it can be altered if you would like to add another naturalist and go with smaller trail groups.

Putting a program together requires some planning and organizing...as well as onsite program support (securing equipment, transport within camp and help at the campfire program). This would run 10 hours.

- Total program fee for Woodlands Education Staff: 37 hours @ \$54 = \$3,780.00

# CSBA Sample

## Board Bylaw

### Board Member Electronic Communications

BB 9012

#### Board Bylaws

\*\*\*Note: The following optional Board bylaw should be modified to reflect district practice. The Brown Act (Government Code 54950-54963) requires that Governing Board members conduct district business at properly noticed and agendized public meetings. In general, Board members should keep in mind that, for purposes of the Brown Act, electronic communications are subject to the same conditions and the same rules of confidentiality that are applicable to other forms of communication, such as individual conversations, telephone calls, or paper copies of documents. However, the ease with which electronic communication can be shared and forwarded requires extra caution. \*\*\*

\*\*\*Note: Furthermore, although Board members are not considered employees, there may be tax implications if the district provides Board members with laptop computers or subsidies for an Internet connection. In some circumstances, such provision or reimbursement may be considered a taxable benefit. Also see AR 3513.1 - Cellular Phone Reimbursement. \*\*\*

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting nor to circumvent the public's right to access records regarding district business.

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

\*\*\*Note: Government Code 54952.2 defines a "meeting" as any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board. Government Code 54952.2 prohibits a serial meeting, defined as a series of communications involving a majority of the Board to discuss, deliberate, or take action on any item of district business outside of an authorized meeting. Thus, a series of emails, as well as other electronic communications such as postings on an online forum, that ultimately include a majority of the Board could lead to a Brown Act violation. While the safest course of action is to not send an email to another Board member that, if forwarded, could lead to a discussion about district business by a majority of the Board, given the prevalence of email, such a practice may not be practical. However, in order to help prevent an inadvertent violation, Board members may wish to consider including a "do not reply/forward alert" in the subject line of emails, as appropriate. \*\*\*

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

\*\*\*Note: CSBA's Agenda Online is an electronic board meeting agenda service for use by districts and county offices of education which allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site. \*\*\*

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

\*\*\*Note: The prohibitions in the Brown Act apply only to discussions regarding district business. Like other citizens, Board members are permitted to use email to discuss personal, nondistrict matters. \*\*\*

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

\*\*\*Note: The following optional paragraph may be revised to reflect district practice. Many districts have established bylaws or other protocols describing how the Board has agreed to handle questions, concerns, or complaints received from members of the community. For example, see BB 9200 - Limits of Board Member Authority and BP 1112 - Media Relations. \*\*\*

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9005 - Governance Standards)  
(cf. 9121 - President)  
(cf. 9200 - Limits of Board Member Authority)

\*\*\*Note: Electronic communications received and sent by Board members are subject to disclosure upon request pursuant to the California Public Records Act (CPRA) (Government Code 6250-6270) depending on the content of the communication and whether it is "prepared, owned, used, or retained" by the district in its normal course of business. District legal counsel should be consulted as appropriate. Also see BP/AR 1340 - Access to District Records and BP/AR 3580 - District Records. \*\*\*

\*\*\*Note: In *City of San Jose v. Superior Court*, the California Supreme Court held that a public official's communications about public business, even if sent or received on the official's personal account or device, are public records and are not categorically excluded from disclosure under the CPRA. The court observed that the CPRA requires public agencies to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications. \*\*\*

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)  
(cf. 3580 - District Records)

#### Legal Reference:

##### EDUCATION CODE

35140 Time and place of meetings  
35145 Public meetings  
35145.5 Agenda; public participation; regulations  
35147 Open meeting law exceptions and applications

##### GOVERNMENT CODE

6250-6270 California Public Records Act  
11135 State programs and activities, discrimination  
54950-54963 The Ralph M. Brown Act, especially:  
54952.2 Meeting, defined  
54953 Meetings to be open and public; attendance  
54954.2 Agenda posting requirements, board actions

##### COURT DECISIONS

*City of San Jose v. Superior Court* (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>

California Attorney General's Office: <http://oag.ca.gov>

(11/08) 5/17

## SPECIFICATIONS OF THE ELECTION ORDER

<b>Date of Election:</b>	November 5, 2024	
<b>Purpose of Election:</b>	To elect <u>2</u> member(s) to serve the 2024-2028 full term (term ending 2028)	
	<u>1</u> member(s) to serve the 2024-2026 short term (term ending 2026)	

\*Four-year terms on the governing board are staggered. The November 5, 2024 election will fill regular openings on the governing board for the 2024-2028 term as well as filling current 2022-2026 term vacancies, or those previously filled by appointment. If a vacancy has been filled during the first 2 years of a term, candidates must file for election to complete that term. If a vacancy has been filled during the last 2 years of a term, candidates will file for the new 4-year term.

## STATEMENT OF QUALIFICATIONS/TIE VOTE

**THAT** any tie vote which results in said election will be resolved by \*( ☐ run off ☒ drawing lots).

\* Select one option

## Twin Hills Union School District

**RESOLUTION #2024-582  
BEFORE THE BOARD OF TRUSTEES OF THE  
TWIN HILLS UNION SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS**

ON MOTION of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Twin Hills Union School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2024-25 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or their designee:

The foregoing **RESOLUTION** was duly passed and adopted at a regular meeting of the Board of Trustees of the **TWIN HILLS UNION SCHOOL DISTRICT** on the 16<sup>th</sup> day of May 2024, by the following vote:

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

Dated this 16<sup>th</sup> day of May, 2024

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

I, Clerk/Secretary of the Board of Trustees of the Twin Hills Union School District, do hereby certify that the foregoing resolution is a true copy and was regularly introduced, passed and adopted by the Board of Trustees of the Twin Hills Union School District at its meeting held May 16, 2024.

\_\_\_\_\_  
Clerk/Secretary, Board of Trustees