

Twin Hills Union School District  
Board of Trustees Special Meeting  
March 6, 2025  
Location: Apple Blossom Elem, Room #13  
Agenda

A. CALL TO ORDER (4:30 p.m.)

1. Pledge of Allegiance
2. Public Comment on Closed Session Agenda

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

B. RECESS TO CLOSED SESSION

1. Conference with Labor Negotiators [Gov. Code § 54957.6]
2. Public Employee Discipline/Dismissal/Release  
[Gov. Code § 54957 and 44929.21]
3. Public Employment: Superintendent [Gov. Code § 54957]

C. RECONVENE TO OPEN SESSION

1. Report of Action Taken in Closed Session

D. PUBLIC COMMENT OPEN SESSION

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 Board President will offer an opportunity for public comment following the Board discussion on the topic.

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- E. Request Approval to end current Superintendent Salary Schedule Effective June 30, 2025 Action
- F. Request Approval of 2024-25 Contract with Mahoney Consulting for Superintendent search Action
- G. Request Approval of 2024-25 Contract with Myhers Consulting LLC for Special Education services Action
- H. Request Approval of 2025-26 Contract with Rising Phoenix Psychoeducational Services LLC for Special Education services Action
- I. Request Approval of 2025-26 Contract with Dragonfly Therapeutics Action
- J. ADJOURNMENT (6:00 p.m.)

Patty @ THUSD is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://twinhillsusd-org.zoom.us/j/82952603746?pwd=fNmeP2UQEVNpgktqsXT70zL6bRICff.1>

Meeting ID: 829 5260 3746

Passcode: 077550

One tap mobile

+16699006833,,82952603746#,,,,\*077550# US (San Jose)

+14086380968,,82952603746#,,,,\*077550# US (San Jose)

Dial by your location

• +1 669 900 6833 US (San Jose), • +1 408 638 0968 US (San Jose), • +1 669 444 9171 US

• +1 346 248 7799 US (Houston), • +1 719 359 4580 US, • +1 253 205 0468 US, • +1 253 215

8782 US (Tacoma), • +1 689 278 1000 US, • +1 301 715 8592 US (Washington DC), • +1 305

224 1968 US, • +1 309 205 3325 US, • +1 312 626 6799 US (Chicago), • +1 360 209 5623 US

• +1 386 347 5053 US, • +1 507 473 4847 US, • +1 564 217 2000 US, • +1 646 876 9923 US

(New York), • +1 646 931 3860 US, Meeting ID: 829 5260 3746, Passcode: 077550

Find your local number: <https://twinhillsusd-org.zoom.us/u/kdm2XOOvH4>

PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES  
for the position of

# **SUPERINTENDENT**



**Twin Hills School District**

Apple Blossom, Orchard View, SunRidge, Twin Hills Charter Middle

*Submitted by Dr. Scott Mahoney, Mahoney Consulting*

## MAHONEY CONSULTING

110 Barrio Way ● Windsor, CA 95492  
Phone: 707.953.3434 ● E-Mail: MahoneySearches@gmail.com

Dr. Jeff Harding, President  
Board of Trustees  
Twin Hills Union School District  
700 Watertrough Road  
Sebastopol, CA 95472

Dear Dr. Harding and Members of the Board,

The purpose of this letter is to introduce myself and to summarize the services I can offer if selected to advise and assist your district with the search for your next superintendent.

After being a successful superintendent in the area for over twenty years, I now assist school districts in a variety of ways, including providing executive search services, serving as an interim superintendent, and coaching superintendents and principals. Over the past twelve years I have helped twenty-six school boards recruit and select ideal candidates in the Rincon Valley (twice), Harmony, Calistoga (twice), Lakeport, Coverdale, Round Valley, Alexander Valley, Shoreline, Ross (twice), Waugh (twice), Bolinas (twice), Anderson Valley, Lagunitas, Laytonville, Manchester, Monte Rio (twice) school districts. All these districts are relatively small and unique, just like Twin Hills. You will find that I fully commit myself to your district and that my process results in excellent candidates who match the criteria that you establish.

It is clear that your superintendent position is unique and even extraordinary because of the breadth and depth of your district in so many ways. Consequently, the process used will need to be carefully crafted. The search, interview, vetting and employment components will need to fit the needs of your community, while at the same time being attractive to top quality candidates. My goal will always be to help you find the perfect match.

The employment process for a superintendent is different from any other in a school district. Top quality candidates for superintendent positions expect that they will engage in a formal process. Any significant deviation from the standard process may result in a limited or weak candidate pool. Below is a summary of the activities and suggested general timeline for you to consider.

In general, the plan is to have a stellar new superintendent identified, vetted, and under contract in April for an official start date of July 1.

There is a standard procedure that is typically utilized when school districts endeavor to employ a new superintendent. For the purposes of the search process that I recommend for you and based on the many successes with a similar model in the past, here are the steps in more detail.

## **Advertising**

The position will be advertised in California using EdJoin and the Association of California School Administrator's EdCal newspaper. Beyond formal advertising, I will also personally recruit candidates from neighboring counties, and from around the state, and the nation to apply through phone calls and more than seven hundred emails to current educational leaders around California.

I will work with you as board president or your designee(s) and district staff to develop job postings, and an application package. Applications will be accepted online using Edjoin.

Significant input will be sought from employees, parents, the broader community, and trustees regarding desired professional qualifications and personal attributes when thinking about your new superintendent. These qualities and attributes will serve as a basis when developing ads, application materials, and interview questions. I will meet with employees and parents/community members individually and in groups to facilitate the process. I also use a web-based survey that will enable anyone in your district and community to contribute input. My goal will be to ensure no one in your district or community will be able to say, "I didn't have a chance to give input..." I will synthesize input received from all sources and present the information to your board in a formal report.

## **Screening**

I will enlist a small group of experienced area superintendents to screen all complete applications to narrow the candidate pool down to only those who are highly qualified and who match your list of desired attributes. I will then call references for each of the top candidates to ensure their viability.

A slate of recommended candidates will be presented to your board in a Closed Session with rationale for their choice. I estimate the final slate to be somewhere between 5 – 7 candidates out of a candidate pool of 15+.

I do not use employees, parents/community members, or trustees in the screening process (a practice that is typically never used by search firms). Instead, when I present the recommended slate to your board, I can briefly summarize the remainder of the candidate pool and why the candidates in the remaining pool were not identified as candidates consistent with what you have identified as your ideal. Ultimately, though, you choose who will be interviewed.

## **Interviewing**

I strongly recommend you use a Confidential Process to attract top candidates. This means that only the Board interviews candidates. This minimizes the chance that a candidate's name gets back to their current place of employment. If a candidate's name does get back to their current place of employment it could jeopardize their

standing and you could be sued by the candidate.

Some boards choose an “open” process which means advisory committees are used to screen or interview candidates before they come to the board for an interview. Attached is a document which describes the advantages and disadvantages of both interview processes (see Appendix B).

I will work with you to develop interview questions. Interview questions come from the input which is gathered from all stakeholder groups.

Interviewing normally takes two to three days depending on the number of candidates.

## **Vetting**

After you have agreed on a top candidate, my colleague, Dr. Tom Lohwasser, will engage in extensive reference checking. This will involve calls to listed and unlisted references. (During my last search we called fourteen references to ensure there were no skeletons regarding the top candidate, current or past.). Once a top candidate is identified, I engage the services of a firm to conduct a background check (National, State, and local criminal check, credit check, Megan’s Law check, and DMV check). I think this is a critical step to protect the District.

## **Post-Interview and Vetting Activities**

It is advised that a small committee visit the district of the top candidate to hear from those within his or her district about his or her abilities and attributes.

You (usually the board president) will work with an attorney to negotiate a contract with your top candidate. I have worked extensively with attorneys in the past to develop contracts that are good both for the candidate and good for the district.

The contract must be approved at a regular meeting of the board. This means that we would need to ensure the timeline ends prior to the regular board meeting at which you will approve a contract. (It is possible to amend your current list of Regular Board Meetings to include an additional meeting if necessary.)

Once the contract is approved by legal counsel and signed by the candidate, you will announce your choice to your community and arrange for a reception, which is typically hosted by one of your parent groups.

Although the “official” start date is typically July 1, new superintendents are often called upon to work a few earlier days to overlap with the outgoing superintendent, be involved with the hiring of new personnel, work on the budget, etc.

## **General Considerations**

I believe it is critical that everyone in your district and broader community be fully informed during the entire process. The person hired will be their superintendent,

hopefully for many years. I'd suggest that you provide regular updates on your district website and in newsletters. (I write drafts of these updates for you to consider.)

Compensation. The old adage will probably be accurate: *you get what you pay for*. It is possible that you will be able to find a "shooting star"; someone who although inexperienced will be so savvy, charismatic, and driven that inexperience will be forgivable. Unfortunately, there is a huge learning curve for the superintendent role. Experience is typically critical for immediate success.

Your board will need to provide me early on with a "ballpark" level of compensation that I can reference when talking with potential candidates, i.e., "the salary will be somewhere in the \$210,000+ range, not including a generous benefit package...., depending on qualifications and experience."

Hopefully this information is helpful as this exciting process begins. I can think of no board responsibility more important than hiring a superintendent – what an amazing opportunity you have!

The fee for the services summarized here and explained in more detail in Appendix A to the attached Independent Contractor Agreement will be \$15,500 all inclusive<sup>1</sup>.

Attached also is my resume, and a list of references for your consideration. I hope that you will call the board presidents in the districts I have previously assisted. I'm looking forward to meeting with you and your board to discuss this opportunity in more detail.

Respectfully submitted,

**Scott Mahoney**

Scott Mahoney, Ed.D.

<sup>1</sup>There is an additional \$1,000.00 fee if an Advisory Committee is desired and utilized. See Appendix B.

**TWIN HILLS UNION SCHOOL DISTRICT**  
700 Watertrough Road, Sebastopol, CA 95472  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into between the Twin Hills Union School District (DISTRICT) and Mahoney Consulting (CONTRACTOR) and is dated, for reference, January 23, 2025.

The parties agree as follows:

1. **CONTRACTOR SERVICES.** CONTRACTOR agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the attached Scope of Work (Appendix A), incorporated herein by reference, and as further described in the letter from Scott Mahoney to the DISTRICT Board of Trustees, dated January 23, 2025, attached hereto and incorporated herein by reference.

2. **PAYMENT FOR SERVICES.** CONTRACTOR agrees to undertake the work defined in Appendix A for:

- (a) Fifteen thousand five hundred dollars (\$15,500.00<sup>1</sup>):
  - \$7,000 upon approval of this Agreement
  - \$8,500 when Board employs next superintendent

All payments will be based on invoices submitted to DISTRICT SUPERINTENDENT by CONTRACTOR and approved by BOARD PRESIDENT or his authorized representative.

3. **TERM OF AGREEMENT.** The term of the Agreement begins on January 24, 2025, and ends at completion of services rendered as determined by the BOARD PRESIDENT, but no later than July 1, 2025. Extension of renewal requires approval of BOARD PRESIDENT or his authorized representative. Unless compensation is fixed based on a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the BOARD PRESIDENT or his authorized representative.

Either party may terminate this agreement at any time and for any or no reason. Written notice of such termination must be given to the other party at least 15 days prior to the effective date of termination. In the event of termination, Contractor shall be compensated for all services completed on or before the effective date of termination.

4. **TIME FOR PERFORMANCE.** All services required of the CONTRACTOR will be completed on or before the specified end of the term.

5. **RECORDS.** Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the BOARD PRESIDENT for inspection at any time. CONTRACTOR'S work product produced under this Agreement shall be the property of DISTRICT.

6. STATUS OF CONTRACTOR. DISTRICT and CONTRACTOR agree that CONTRACTOR, in performing the services specified in the Agreement, shall act as an independent contractor and shall have control of all work and the way it is performed. CONTRACTOR shall be free to contract for similar services to be performed for other employers while under contract with DISTRICT. Contractor understands and agrees that he and all his employees shall not be considered officers, employees, agents, partner, or a joint venture of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to DISTRICT employees and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees.

Contractor shall furnish, at his own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

CONTRACTOR is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees.

7. HOLD HARMLESS. Contractor shall hold DISTRICT, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of CONTRACTOR, its officers, agents or employees directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the DISTRICT.

8. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including worker's compensation and tax law.

9. MODIFICATION OR ASSIGNMENT. This Agreement may not be modified or assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by the BOARD PRESIDENT or his authorized representatives.

10. DISTRICT and CONTRACTOR agree that services rendered under this Agreement are not services or duties normally performed by public school district employees and are therefore compensation to CONTRACTOR is not reportable to the State Teacher's Retirement System and is paid as a Vendor Warrant. Notwithstanding any other provision of this Agreement, CONTRACTOR understands and agrees that DISTRICT shall not be financially liable for any STRS determination adverse to CONTRACTOR based on the income received for services performed under this Agreement.

11. CONTRACTOR agrees to repeat the recruitment, screening, and interview process, as described in this Agreement, if the DISTRICT rejects all candidates initially proposed and interviewed during the 2025-26 school year, except for actual costs (advertising, Edjoin consultant, copies, and travel).

12. If the DISTRICT selects and employs a fully vetted candidate, and then releases the new candidate by a majority vote of the Board during their first year, CONTRACTOR agrees to repeat the process, except for actual costs (advertising, background investigation, Edjoin and vetting consultants, copies, and travel).

<sup>1</sup>There is an additional \$1,000.00 fee if an Advisory Committee is desired and utilized. See Appendix B.

## Appendix A

### Scope of Work

CONTRACTOR agrees to perform activities typically associated with facilitating the recruitment and selection of a public school district superintendent.

The CONTRACTOR and the BOARD PRESIDENT, in accordance with what has been specified by the governing board of the Twin Hills Union School District, shall mutually agree to the scope of the activities and associated timelines.

The CONTRACTOR shall assist the BOARD in the recruitment and selection of a Superintendent who shall serve the DISTRICT commencing in the 2025-26 school year.

#### **Activities to be performed by the CONTRACTOR:**

- Meeting with the Board President and full Board on a regular basis during the recruitment and selection process
- Developing and implementing an online survey in English and Spanish to solicit input from all constituent groups
- Meeting with key personnel and groups to solicit input regarding desired Professional Qualifications and Personal Attributes of the ideal new superintendent:
  - One in-person meeting with Certificated Employees
  - One Zoom meeting with Certificated Employees
  - One in-person meeting with Classified Employees
  - One Zoom meeting with Classified Employees
  - One in-person meeting with parents/families and community members
  - One Zoom meeting with parents/families and community members(Any desired meetings beyond this are billed at \$150.00/hour.)
- Preparation of advertising and recruitment materials
- Significant personal recruiting of qualified applicants
- Conducting pre- and post- interview reference checking of candidates
- Working with district to develop and coordinate the interview process, including development of interview questions<sup>1</sup>
- Communicating with applicants and finalists regarding the recruitment, selection, and vetting process

- Communicating with District legal counsel regarding the process, and while coordinating development of an employment contract
- Arranging for and taking candidates on tours of the District
- Paying for a specialist to develop Edjoin application using District's Edjoin account
- Develop Edjoin Screening Criteria
- Recruit area superintendents to screen applications
- Paying for the cost of a professionally conducted background check (optional but recommended)
- Paying for two ads in ACSA's Edcal publication (more than two are an additional fee)

**Activities to be performed by the DISTRICT:**

- Provide clerical assistance to the CONTRACTOR (arranging meeting rooms, website and newsletter updates, providing graphics for advertising materials, provide budget information and other district-level reports requested by CONTRACTOR and/or candidates, etc.)
- Allow CONTRACTOR access to District's Edjoin account at the Administrator level
- Provide translation and interpretation services when needed
- Pay for any costs associated with travel or housing costs of candidates called back for any interviews beyond the initial interview, if the candidate lives more than 100 miles away from the District (this is optional at the District's discretion)

<sup>1</sup>Because of the extra time required, there is an additional fee of \$1,000.00 if the District chooses to utilize an Advisory Committee as part of the interviewing process.

**Mahoney Consulting Executive  
Searches Summary of Experience**

<i>Year</i>	<i>District Location Size</i>	<i>Position</i>
2024	Round Valley USD Covelo, CA 506	Superintendent
2024	Middletown USD Middletown, CA 1,730	Superintendent
2024	Bolinas USD Bolinas, CA 106	Superintendent
2023	Ross SD Ross, CA 350	Superintendent
2022	Forestville USD Forestville, CA 250	Superintendent/Principal
2022	Calistoga JUSD Calistoga, CA 900	Superintendent
2022	Laytonville USD Laytonville, CA 400	Superintendent
2021	Monte Rio USD Monte Rio USD 270	Superintendent/ Principal
2021	Manchester USD Manchester, CA 45	Superintendent/ Principal
2021	Bennett Valley USD Santa Rosa, CA 1,000	Superintendent

2021	Kenwood SD Kenwood, CA 150	Superintendent/ Principal
2021	Anderson Valley USD Booneville, CA 450	Superintendent
2019	Rincon Valley USD Santa Rosa, CA 3,000	Superintendent

2019	Waugh SD Petaluma, CA 900	Superintendent/ Principal
2019	Harmony SD Occidental, CA 613	Superintendent/ Principal
2019	Forestville USD Forestville, CA 290	Superintendent/ Principal
2017	Calistoga USD Calistoga, CA 850	Superintendent
2017	Lakeport USD Lakeport, CA 1,450	Superintendent
2016	Alexander Valley USD Healdsburg, CA 115	Superintendent/ Principal
2016	Shoreline USD Bolinas, CA 500	Superintendent
2015	Waugh SD Petaluma, CA 850	Superintendent/ Principal

2015	Ross SD Ross, CA 350	Superintendent
2015	Rincon Valley USD Santa Rosa, CA 2,800	Superintendent
2014	Bolinas-Stinson USD Bolinas, CA 90	Superintendent/ Principal
2014	Lagunitas SD Lagunitas, CA 240	Superintendent/ Principal
2013	Forestville USD Forestville, CA 400	Superintendent/ Principal

## Dr. Scott Mahoney

110 Barrio Way ● Windsor, CA 95492  
Phone: 707.953.3434 ● E-Mail: MahoneySearches@gmail.com

## Education

Ed.D. University of LaVerne, Organizational Development

M.A. California State University, Northridge

B.A. California State University, Northridge

## Leadership Experiences

- Interim Superintendent, Roseland School District 8-2022 – 12-2022
- Interim HR Director, Calistoga Joint Union School District 4/2018 – 6/2018
- Interim Superintendent, Waugh School District 6/2017 – 7/2017
- Interim Superintendent, Monte Rio Union School District 6/2016 – 8/2016
- Interim Superintendent, Piner-Olivet School District 9/2016-10/2016
- Interim Vice-Principal, Rincon Valley School District 9/2015 – 10/2015
- Interim Superintendent, Waugh School District 5/2015 – 7/2015
- Interim Superintendent, Ross Valley School District 5/2014 – 7/2014
- Mahoney Consulting - Executive Searches and Coaching 11/2013 – present

- Consultant, Marin County Office of Education 01/2013 – 06/2016
- Interim Superintendent, Forestville SD, Forestville, CA 02/2013 – 04/2013
- Interim Superintendent, Ross School District, Ross, CA 06/2011 – 07/2012
- Superintendent/Principal, Waugh SD, Petaluma, CA 07/1992 – 06/2011
- Principal, Bennett Valley School, Santa Rosa, CA 07/1989 – 06/1992
- Principal, Lower Lake Elementary School, Lower Lake, CA 07/1988 – 06/1989
- Principal, Oak Hill Middle School, Clearlake, CA 07/1985 – 07/1988
- Principal, Lower Lake Junior High School, Lower Lake, CA 07/1983 – 06/1985

## **Executive Searches**

Superintendent, Middletown Unified School District April, 2024 Superintendent, Round Valley Unified School District March, 2024 Superintendent, Bolinas-Stinson Union School District January, 2024 Superintendent, Ross School District March, 2023 Superintendent/Principal, Forestville Union School District May, 2022 Superintendent, Calistoga Joint Unified School District April, 2022 Superintendent, Laytonville Unified School District March, 2022 Superintendent/Principal, Monte Rio Union School District May, 2021 Superintendent, Bennett Valley Union School District April, 2021 Superintendent/Principal, Manchester Union School District March, 2021 Superintendent/Principal, Kenwood School District March, 2021 Superintendent, Anderson Valley Unified School District February, 2021 Superintendent, Waugh School District July, 2019 Superintendent, Harmony Union School District May, 2019 Superintendent, Forestville Union School District March, 2019 Superintendent, Rincon Valley Union School District February, 2019 Superintendent, Lakeport Unified School District June, 2018 Superintendent, Calistoga Joint Unified School District April, 2017 Superintendent/Principal, Alexander Valley USD April, 2016 Superintendent, Shoreline School District March, 2016 Superintendent, Waugh School District May, 2015 Superintendent, Ross School District April, 2015 Superintendent, Rincon Valley Union School District January, 2015 Superintendent, Bolinas and Lagunitas School Districts April, 2014 Superintendent, Forestville School District May, 2013

## **Other Experiences and Achievements**

Coach - Administrator Induction Program 8/2017 – 6/2021 U.S. Department of Education Blue Ribbon School Award 1998 and 2005 California Dept of Education Distinguished School Award 1995, 2000, 2006, 2010 Sonoma County Superintendent/Principal of the Year 1996, 2003, 2005, 2012

Masters in Governance, California School Boards Association 2000 CSBA, Small School Districts

Council 1994 – 1998 WASC, Accreditation Team Member and Chair 1993 - 1998 North Coast Beginning Teacher Project, Board Member 2002 – 2011 RESIG, Executive Committee Member 2003 - 2011 Special Education Director, Konocti School District, Clearlake 1982 – 1983 School Psychologist, Konocti School District, Clearlake, CA 1980 - 1982 Rotary International, President, Clearlake Rotary Club 1986

## References

- Jeremy Brott, Board President, Bennett Valley USD, 707.548.4226
- Indira Lopez, Board President, Calistoga JUSD, 707.490.8105
- Elizabeth Robbins, Past Board President, Ross SD, 415.734.6449
- John Laughlin, Human Resources Director, Sonoma COE, 707.524.2729
- Roger Collins, Board President, Monte Rio USD, 415.420.3223
- Josh Nultemeier, Past Board President, Forestville USD, 707.269.9580

Appendix B

## Confidential versus Non-Confidential Interview Processes

Public school district boards of trustees are responsible for hiring only one employee - their superintendent. Boards are elected by their communities to make this critical decision and are then held accountable by their constituents for the decision over time.

Unlike the hiring process for principals, teachers, and some other school employees during which employees representing different groups in the district can be involved in the interviewing of candidates, superintendent candidates are typically interviewed only by school boards. A “confidential process” is one in which only trustees interview candidates to become their superintendent.

There are a few school districts who choose to use an interview process that involves one or more advisory interview committees prior to the board interviewing finalists and making the ultimate decision about who to employ.

A “non-confidential” or “open process” utilizes one or more advisory committees who initially interview candidates selected by the board and then give their recommendation to the board about which candidates they should consider. Advisory committees can be composed of certificated employees, classified employees, administrators, district office personnel, trustees, parents, and others.

The advantage of a non-confidential process is that all constituent groups can have an opportunity to provide input into the selection of their future superintendent. There may be more initial buy-in to who is ultimately selected if employee groups and

parent/community groups have an opportunity to participate.

A major disadvantage of a non-confidential process is that some highly desirable candidates probably will not apply knowing that there is a higher likelihood that their names could become public, thus potentially jeopardizing their status in their current districts. Often superintendents applying for other superintendent positions will say, "Only my board president knows I'm applying for this. Please keep my candidacy confidential until/unless I am a finalist."

Another potential complication is when there are two advisory committees, one composed of employees and parents, and the other with principals, district office personnel and one or two trustees who interview candidates and then cannot come to consensus on which candidates to put forth to the full board for a final interview. Often the groups who are involved with the initial interviews have different interests about who should be their next superintendent. If consensus cannot be achieved because of different interests, the full board decides who to interview anyway, and there is discontent among the advisory committee members on one side or the other.

Finally, since the full board is aware of who the candidates are, and may have a desire for a particular set of qualifications and personal attributes to see in their next superintendent in light of current dynamics in the district, if the advisory committee(s) does not recommend one or more candidates the board would like to interview, it is possible the board could interview and employ a candidate not recommended by the advisory committee(s).

Regardless of the process selected, all those who have access to the names of applicants and/or serve as members on interview committees, including trustees, must sign a Confidentiality Agreement to protect the district from lawsuits from candidates who claim damages because of the release of their names.  
*(Mahoney Consulting does not assume any liability if names of candidates are released.)*

**The decision about which process to use must be made prior to advertising so that potential candidates can decide if they wish to proceed with an application.**

**MEMORANDUM OF UNDERSTANDING**

Between

TWIN HILLS UNION SCHOOL DISTRICT

And

Catherine Myhers M.A.  
(Myhers Consulting LLC)

This memorandum of understanding ("MOU") is entered into by and between the Twin Hills Union School District ("District") Catherine Myhers (Myhers Consulting LLC) ("Agency") for the purpose of providing support to the Special Education Program and District. District and Agency are hereafter referred to as "the Parties."

**1. Services**

Agency will provide the services to the District as outlined below.

Consultant/Agency will collaborate with the District Superintendent/Board President to provide the services listed below. Additional services may be identified and provided with the approval of the superintendent/board president.

- Review current special education practices and provide guidance to staff
- Provide staff with support and guidance around legal issues
- Provide Superintendent/Board President with recommendations around special education program needs and areas of strength.
- Monitor current practices to ensure they align with state and federal law.
- Provide administrative support around special education activities

**2. Payment**

The total number of hours provided hereunder shall not exceed an average of 16 hours per week over the term of the contract at \$120 per hour for services. Payment shall be made as follows: Payments paid from monthly invoice of hours worked and services provided by the Agency utilizing the District's established protocols and accounts payable timeline for payments.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from February 24, 2025 to June 30, 2025. This MOU may be terminated by either party hereto upon thirty (30) days' written notice to the other party for any reason. In case of emergency, misconduct or other material breach of this MOU, the District may immediately terminate this MOU upon written notice to Agency. In the event of termination under this section, Agency shall no longer provide the services contemplated hereunder, and the District shall compensate Agency for services previously performed and unpaid (calculated on a per hour basis based on the amount of days of service previously performed in relation to the total number of days contemplated under this MOU), but District shall be entitled to reimbursement of any amount already paid to Agency but not earned under this per

hour formula.

#### **4. Employment Relationship**

Agency shall be solely responsible for the recruitment, training, provision, and supervision of any adult person(s) providing services to the District's students hereunder. Agency shall be the sole employer of the individuals performing services hereunder for the benefit of the District.

Agency shall be solely responsible for paying staff salaries, salary related costs, and benefits, if any, of its employees providing services hereunder. Agency will maintain worker's compensation insurance for each of its employees as required by law.

The District does not have an employment relationship with Agency or its service providers (employees). The District shall not be considered to be the employer of any individuals providing services hereunder for any purpose whatsoever. The District shall not be liable for any compensation, wages, or expenses of Agency or its employees in connection with providing services hereunder. Agency hereby acknowledges its understanding of the above provisions.

#### **5. Legal Assurances**

No employee of Agency shall be allowed to commerce services hereunder until Agency has provided and the District has received and approved this Agreement, and until Agency has provided to District, for each individual service provider, all of the following:

Agency shall ensure that each of its employees providing services hereunder observes and complies with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations, including by not limited to confidentiality provisions in the California Education Code and the federal Family Educational Rights and Privacy Act ("FERPA"). Agency agrees that it will not share, or permit its employees to share, with any person information concerning any student other than as expressly authorized under law,

Agency understands and acknowledges that the District is a local educational agency as that term is defined by federal law, including the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act. In addition to obligating local educational agencies ("LEAs") to accommodate disabled persons in accessing their programs and facilities, LEAs are required to actively and systematically seek out and serve students with disabilities ("child find"), to ensure they receive a free, appropriate public education under the standards of each Act. Agency has been informed of and represents they understand these obligations, and will contact District any time any student receiving services under this agreement is suspected of being disabled as set forth in applicable law. Agency will ensure that its employees' services are coordinated with individual students' IEP team or Section 504 team, if applicable. Failure to do so will result in Agency assuming liability associated with any allegations that the District failed in its child find responsibilities by virtue of participation in services provided by Agency.

Agency agrees to ensure that its employees providing services hereunder abide by all rules and restrictions applicable to visitors to the school campus. Agency's employees shall not interfere with or contradict any instruction or school activity provided by District staff, and shall not engage in any acts that would disrupt school activities.

## **6. Indemnification/Hold Harmless**

To the furthest extent permitted by California law, Agency shall release from liability, defend, indemnify and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting, solely from the acts of Agency or its adult support service provider(s) (employees), whether negligent or purposeful, in the execution or performance of the services or this MOU. This indemnification/hold harmless excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of District or its employees and officers.

To the furthest extent permitted by California law, District shall release from liability, defend, indemnify and hold free and harmless the Agency, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting, solely from the acts of District or its employees or officers, whether negligent or purposeful, in the execution or performance of the services or this MOU. This indemnification/hold harmless excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of Agency or its employees.

## **7. Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

## **8. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California and shall be enforceable in any court of competent jurisdiction located in California.

## **9. Approval**

This MOU must be approved by the District's Governing Board ("Board") and is not effective until approved by the Board.

## **10. Litigation**

Any suggestions, concerns or disagreements with regard to the District's provision of services or Agency's employees' provision of services to District students shall be addressed between Agency and the District in an effort to amicably resolve said matter(s). Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

## **11. Counterparts**


This Agreement may be executed in counterparts. A copy or original of this document with all signature pages appended together will be deemed a fully executed, original agreement.

## 12. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties concerning the subject matter hereof. This Agreement may not be modified in any respect except by a writing duly executed and approved by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

### AGENCY:

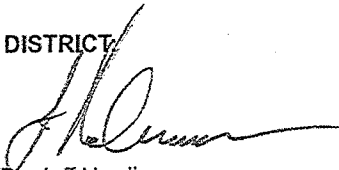


Catherine Myhers M.A.

Independent Contract

Dated: *2/25/25*

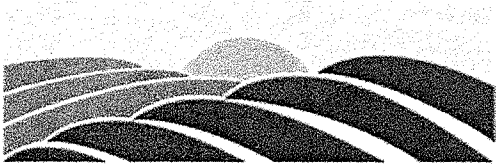
### DISTRICT:



Dr. Jeff Harding

Board President

Dated:



## INDEPENDENT CONTRACTOR AGREEMENT

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

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

Rising Phoenix Psychoeducational Services, LLC, hereinafter called CONTRACTOR.

### Article 1      **SERVICES**

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

### Article 2      **TERM**

The term of this contract shall be from August 1, 2025 to June 30, 2026 inclusive, subject to the provisions of Article 10.

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

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

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

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

Total Contract amount NTE: \$127,680

**PAYMENT SCHEDULE:** Monthly

**PAYMENT TERMS:** Net 30 days upon receipt of invoice. All invoices to be submitted to:  
**THUSD, 700 WATERTROUGH RD, SEBASTOPOL, CA, 95472**

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

### Article 4      **EXPENSES**

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

### Article 5      **INDEPENDENT CONTRACTOR**

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

**Article 6 MATERIALS**

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

**Article 7 TAXES**

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

**Article 8 INDEMNIFICATION**

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

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

**Article 9 INSURANCE**

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

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

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

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

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

**Article 10**      **TERMINATION**

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

**Article 11**      **FINGERPRINTS**

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

**Article 12**      **CONFIDENTIALITY**

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

**Article 13**      **ASSIGNMENT**

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

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

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

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

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

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

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

received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

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

CONTRACTOR:  
*Rising Phoenix Psychoeducational Services*  
*2266 Molly Court*  
*Santa Rosa, CA 95403*

**Article 18 SEVERABILITY**

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

**Article 19 GOVERNING LAW**

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

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

TWIN HILLS UNION SCHOOL DISTRICT

Signature of Board President/Designee

Dr. Jeff Harding  
Printed Name

Date

CONTRACTOR

Signature

*Michelle Jacobsen-McCarthy*  
Printed Name *Rising Phoenix Psychoeducational Services*

February 25, 2025  
Date

Funding Source:

Account Code:

FU RES YR GOAL OBJ SCHOOL MGNT



**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 I 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.

Schools to be served:  
Twin Hills  
Apple Blossom  
Orchard View

**Article 2 TERM**

The term of this contract shall be from August 1, 2025 to June 30, 2026 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.

- RTI:
- Consultation: 1 hour monthly

One Hundred and Eighteen Dollars an hour \$118.00

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: \$60,000.00

**PAYMENT SCHEDULE:** Monthly

**PAYMENT TERMS:** Net 30 days upon receipt of 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**

**Printed Name**

**Samantha Shura  
Printed Name**

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

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