

**Twin Hills Union School District
Board of Trustees Regular Meeting
February 05, 2026
Agenda**

Location: **Twin Hills Middle School- Library (Room 10)**
(1685 Watertrough Road, Sebastopol, CA 95472)

Start Time: 4:00 pm

PUBLIC ACCESSIBILITY & PARTICIPATION NOTICE

ADA Compliance: In accordance with Government Code § 54954.2(a) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), the Twin Hills Union School District will, upon request, make this agenda available in appropriate alternative formats for individuals with disabilities. Anyone requiring disability-related modifications or accommodations to participate in the meeting, or an alternative agenda format, should contact Laurie Brown, Administrative Assistant, at the Twin Hills Union School District Office, 700 Watertrough Road, Sebastopol, CA 95472, or by phone at (707) 823-0871.

Hybrid Meeting Participation: In compliance with the Brown Act and AB 2449, the Twin Hills Union School District Board of Trustees provides opportunities for public participation in meetings either in person or virtually via Zoom. The Zoom link and call-in information are provided within this agenda.

Availability of Agenda Materials: All open session documents distributed to the Board of Trustees in connection with this meeting are available for public review at the Twin Hills Union School District Office during regular business hours. The full agenda and supporting materials are also posted online at www.twinhillsusd.org prior to the meeting, in accordance with the Brown Act.

A. FORMAL OPENING

1. Call Session To Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of the Agenda

PUBLIC COMMENT ON CLOSED SESSION ITEMS

Before adjourning to Closed Session, the Board President will call for public comment on any items listed on the Closed Session agenda. Members of the public may address the Board at this time. Comments must be limited to matters within the Board's jurisdiction and specific to the Closed Session topics.

B. RECESS TO CLOSED SESSION -

4:05pm

1. **Public Employment** (Gov. Code §54957)
Title: CBO Employment Agreement
2. **Conference with Labor Negotiator** [Gov. Code § 54957.6]
Agency Negotiator: Superintendent Dana Pedersen
Employee Organization: Twin Hills Teachers Association

C. RECONVENE TO OPEN SESSION-

4:35pm

D. RECOGNITION & REPORTS

1. **Report:** Board of Trustees
 - a. Board Policy Committee Update
 - b. Budget Committee Update

**Twin Hills Union School District
Board of Trustees Regular Meeting
February 05, 2026
Agenda**

2. **Report:** THUSD Superintendent | Dana Pedersen

3. **Celebrating Successes:** Each month the Board of Trustees highlights exceptional programs, individuals, and achievements that reflect the District’s collaborative spirit and strengthen connections across the Twin Hills school community.
February’s Focus:
Apple Blossom Elementary School
Regional Teacher Award Recognition
 - **Samantha Kim**
 - **Courtney Diedrich**

E. PUBLIC COMMENT OPEN SESSION

The Board of Trustees welcomes public input and values community engagement. Members of the public may address the Board on matters within its jurisdiction. Comments must be respectful and focused on district business. Disruptive, hateful, or unrelated remarks will not be permitted. The Board President may set reasonable time limits to ensure broad participation.

1. **Non-Agenda Items:**
Speakers may address the Board on topics not listed on the agenda. Each speaker is limited to three minutes. In accordance with the Brown Act, the Board may not discuss or act on these items but may ask clarifying questions. Written or recorded comments may be submitted by 5:00 p.m. the day prior to the meeting and will be acknowledged during this time.
2. **Agenda Items:**
Public comment will be invited when each item is addressed. The Board President will recognize speakers following Board discussion and prior to any final action.

F. DISCUSSION and/or POSSIBLE ACTION ITEMS

1. **Information – January District Enrollment Update** *(Attachment)*

2. **Information/Presentation – Twin Hills Charter Middle School Program Updates: ‘Focus Students’ and Challenge Day Highlights** Presentation by Principal Shawna Whitestine

3. **Information – Receipt of School Accountability Report Cards (SARC)** *(Attachment Links)*
Receive the 2024–2025 School Accountability Report Cards for District schools.
 - a. [Apple Blossom Elementary](#)
 - b. [Twin Hills Charter Middle School](#)
 - c. [Orchard View School](#)
 - d. [SunRidge School](#)

4. **Information – Receipt of Mid-Year 2025-2026 LCAP Updates**
Receive the mid-year update to the District’s Local Control and Accountability Plans (LCAPs) *(Attachment Links)*
 - a. [Twin Hills School District](#)
 - b. [Twin Hills Charter Middle School](#)
 - c. [Orchard View School](#)
 - d. [SunRidge School](#)

**Twin Hills Union School District
Board of Trustees Regular Meeting
February 05, 2026
Agenda**

5. **Public Hearing**– Twin Hills Middle School Charter Petition Enrollment Priority
Conduct a public hearing regarding proposed amendments to the Twin Hills Charter Petition related to enrollment priority. Presented by Dana Pedersen | Superintendent
(Attachment)
6. **Action – Amendment to Twin Hills Charter Petition: Enrollment Priority**
Request Board approval to amend the Twin Hills Charter Petition to update enrollment priority provisions as presented. Action: Amend TH Charter Petition - Enrollment Priority
7. **Action – Approval of Comprehensive School Safety Plans (2025–2026)** Request Board approval of the annual Comprehensive School Safety Plans for each District school site, as required by Education Code section 32286. *(Attachment Links)*
 - a. [Apple Blossom Elementary](#)
 - b. [Twin Hills Charter Middle School](#)
 - c. [Orchard View School](#)
 - d. [SunRidge School](#)
8. **Action – Approval of Architect Agreement with Persinger Architects (Proposition 2)**
Request Board approval of an architect agreement resulting from the Request for Qualifications process for Proposition 2–funded facilities projects. Presented by Dana Pedersen | Superintendent *(Attachment)*
9. **Action – Ratification of 2025–2026 Amendment to the West Sonoma County Consortium MOU: Preschool Billing Alignment** *(Attachment)*
10. **Action–(Second Reading)** Request approval of Resolution No. 2026-606 Of The Board Of Trustees Of The Twin Hills Union School District Ordering An Election To Authorize the Issuance of General Obligation Bonds, Establishing Specifications Of the Election Order, and Requesting Consolidation With Other Elections Occurring On June 2, 2026
Presented by Dana Pedersen | Superintendent *(Attachment)*
11. **Action – Response To Immigration Enforcement Policy & Administrative Regulation (BP/AR 1445)** Request Board adoption of a District policy addressing Immigration and Customs Enforcement (ICE) access and related procedures, as required for submission to CDE by March 1. Presented by Dana Pedersen | Superintendent *(Attachment)*
12. **Discussion– (First Reading) Board Policy and Regulation 5117: Interdistrict Attendance Agreements and Permits** *(Attachment)*
13. **First Reading – District Clerk Job Description**
Review a revised job description reflecting the reclassification of the position from District Administrative Assistant to District Clerk, aligning duties with expanded responsibilities in district operations, governance support, records management, and fiscal processing. *(Attachment)*
14. **Action— Board Ratification of Chief Business Officer (CBO) Employment Agreement 2026-2028** *Presented by Dana Pedersen | Superintendent*

**Twin Hills Union School District
Board of Trustees Regular Meeting
February 05, 2026
Agenda**

G. CONSENT CALENDAR

(Attachment)

The consent calendar includes routine items requiring Board approval. Items may be approved with a single motion unless removed by a Board member for separate discussion.

1. Donation Report: January 2026
2. Payroll and Expenditures: January 2026
3. Purchase Order Report: January 2026
4. Regular & Special Board Meeting Minutes: January 8, 2026
5. Personnel Report: January 2026
6. Enrollment Report: January 2026
7. Williams Quarterly Report: October - December 2025

H. RECONVENE TO CLOSED SESSION- N/A

I. CORRESPONDENCE

1. **Sonoma County Office of Education:** 1st Interim Review Letter

(Attachment)

J. FORMAL CLOSING

1. Next Regular Board Meeting Anticipated: **March 12, 2026 @ 4:30 pm** (Twin Hills Middle School-Library)
2. Motion to Adjourn

VIRTUAL ATTENDANCE INSTRUCTIONS

Join Zoom Meeting

<https://twinhillsusd-org.zoom.us/j/86866665599?pwd=MjG0AXzq29lTK8l9AlbaUsBbZqJSuL.1>

Meeting ID: 868 6666 5599

Passcode: 417740

One tap mobile

+16694449171,,86866665599#,,,,*417740# US

+16699006833,,86866665599#,,,,*417740# US (San Jose)

Join instructions

https://twinhillsusd-org.zoom.us/meetings/86866665599/invitations?signature=lkm0sjEduZR-bi6pOHFm8LXxq70tar_V9T7scUvkuB8

(01/30/26 Agenda Posted)



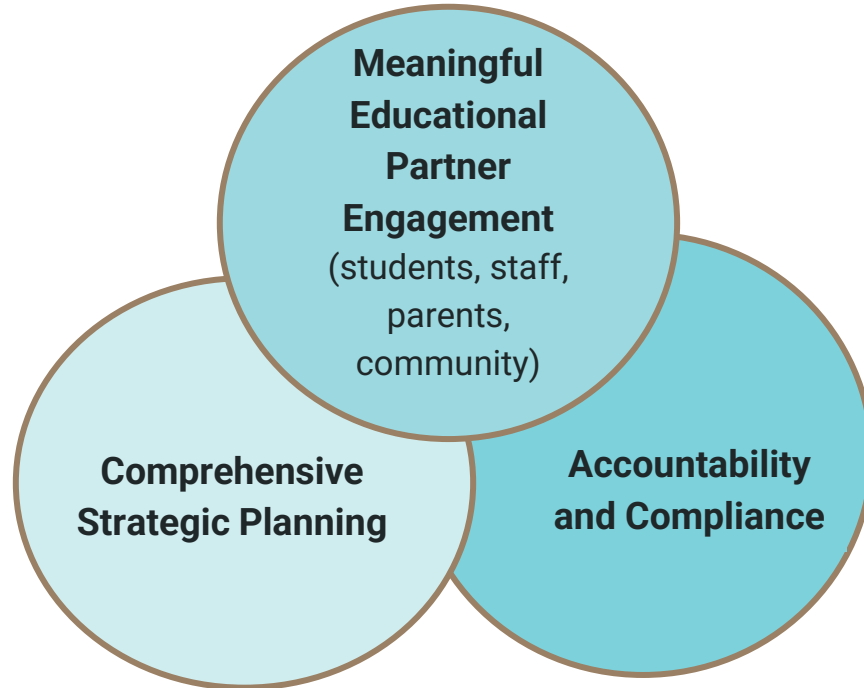
Twin Hills School District

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

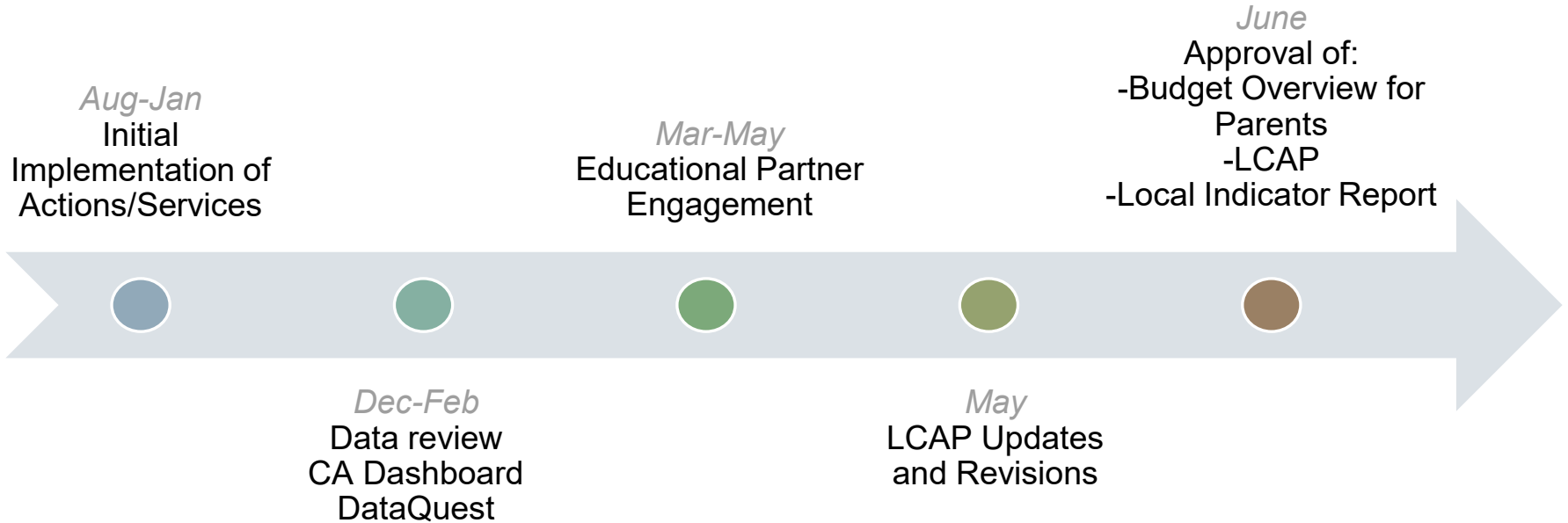
2025-2026 Mid Year LCAP Report
February 2026

LCAP

The LCAP (Local Control Accountability Plan) is a report that every district develops which serves three distinct, but related functions:



LCAP Timeline



Mid-year LCAP Update

The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before **February 28** of each year at a regularly scheduled meeting of the governing board of the school district.

The report shall include both of the following:

- All available midyear outcome data related to metrics identified in the current year's local control and accountability plan.
- All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

2025-2026 LCAP Metrics, Implementation, and Expenditure Data

- **Implementation:** All actions are being implemented and are at the “Ongoing Implementation” level.
- **Metrics:** Metrics that have available data are entered under “Year 2 Outcome” and is the same as “Mid-Year Outcome Data” (Data is only data that relates to LCAP and is mostly publicly available data-for consistent reporting purposes). Three years of data are now available to review in the report.
- **Expenditures:** Expenditures so far can be found under “Mid-Year Expenditures” in the report

Overall Comments



Highlights

- Majority of overall indicators are at the **Green** or **Blue** Performance Level
- Majority of student groups showed improvement
- Districtwide ELA and Math scores improved, and Orchard View posted the strongest results with a remarkable **38-point** increase in ELA

Areas of Support

Red Areas

- **Chronic Absenteeism**
 - *Apple Blossom* (4 student groups)
 - *Sunridge.* (1 student groups)
 - *Twin Hills.* (4 student groups)
- **Mathematics**
 - *Twin Hills*(1 student group)

2025 -2026 LCAP Goals/Actions

Academic Engagement and Achievement	Climate and Culture
<ul style="list-style-type: none"> ● Highly Qualified Teachers ● Reading Intervention Teacher* ● Special Education Teacher/Instructional Assistants ● Grade level collaborative planning ● Math Support via Online Programs ● Reading Support via Online programs ● Enrichment Programs ● Professional Development ● 1:1 Chromebooks for All Student ● Instructional Materials ● Counselor ● Instructional Assistants ● EL Coordinator* ● Redesignated EL Student Support* ● Math Intervention Program ● Technology Instructional Assistant ● Reading and Intervention Coordinator* ● After School Learning Extension- <i>Pending</i> 	<ul style="list-style-type: none"> ● Social Emotional Learning (SEL) Support Programs ● Attendance ● Social Emotional Support - Primary Intervention Program (PIP) ● Parent Outreach ● Custodial Services ● Student Safety

*actions that are contributing towards increasing or improving services to English Learners, Low income, or foster youth

Achievement	Climate and Culture	College and Career
<ul style="list-style-type: none"> ● Highly Qualified Teachers ● Academic Support ● Special Education Support* ● Curriculum Planning ● Enrichment Courses ● Curriculum Development ● Technology ● Curriculum/Instructional Materials ● Online Math* ● Homework Support ● Instructional Program ● Counseling Services* 	<ul style="list-style-type: none"> ● Safety and Connectedness ● Student Attendance ● Stakeholder Involvement ● Custodial Services ● Campus Supervision ● Citizenship ● Physical Environment 	<ul style="list-style-type: none"> ● College and Career Counseling ● College and Career Outreach ● Textbook Assistance SRJC Dual Enrollment ● Community INvolvement ● CTE Courses ● ADA Compliant Website

*actions that are contributing towards increasing or improving services to English Learners, Low income, or foster youth



Climate and Culture	Educational Partner Engagement	Public Waldorf Education
<ul style="list-style-type: none"> ● Community Building Events ● Emergency and Safety Training ● School counselor* ● Facility Maintenance ● Anti-Bias Training * ● Training - General Ed ● Training - RTI * ● Special Education Teacher* ● School Learning Extension* ● Instructional Assistants* 	<ul style="list-style-type: none"> ● Core Curriculum/Enhanced Academics Implementation ● ELA and Mathematics Skills through the Grades Chart ● Homework Expectations ● Parent Education ● Subject Through the Grades Chart ● Parent-Teacher Meetings ● New Report Card Template ● Purchase ELA Curriculum ● Purchase Math Curriculum 	<ul style="list-style-type: none"> ● Teacher Qualifications ● Alliance for Public Waldorf Education and Charter School Development Center ● Professional Development ● Arts Curriculum ● State Standards Alignment ● Enhanced/Expanded Curricular Programs - Music, Practical Arts, Physical Education ● Waldorf Program Class Materials and Supplies

*actions that are contributing towards increasing or improving services to English Learners, Low income, or foster youth



Twin Hills School

21st-Century Learning

- Highly Qualified Teachers in all classrooms
- Provide Academic Support Programs*
- Special Education Services*
- Collaborative Team Planning Time
- Professional Development to support Curriculum Planning and Student Engagement
- Technology to Support Learning
- Standards Aligned Instructional Materials
- Standards aligned Instructional Materials
- Intervention classes for extra support in ELA and Math*
- Rigorous Instructional Program with Support for Redesignated English Learners
- 1.11 Increased Counselor Time and Advisory Program*

Climate and Culture

- Safe School Environment
- Monitor students attendance
- Parent Volunteer Program, Outreach, ELAC, Parent Council.
- Custodial Services
- Campus Supervision

*actions that are contributing towards increasing or improving services to English Learners, Low income, or foster youth

Summary of Item F 5 02/05/2026

Action – Consideration and Approval of Proposed Amendment to the Twin Hills Charter Middle School Charter Petition

Section VI: Admission, Attendance, and Suspension/Expulsion Policies

Background:

On February 5, 2026, the Governing Board conducted a public hearing on the proposed amendment to the Twin Hills Charter Middle School (THCMS) Charter Petition, noticed and agendaed as Item F5. The public hearing was held in accordance with Education Code section 47607, which requires authorizer review and opportunity for public comment prior to action on a material charter revision.

The proposed amendment and supporting materials were posted on the District's [website](#) in advance of the public hearing, consistent with statutory and transparency requirements. Following the public hearing, this item is now brought forward as Item F6 for Board action.

Summary of Proposed Changes

The proposed amendment:

- Reorganizes and clarifies admission preference groups and lottery priority criteria
- Explicitly affirms compliance with **Education Code section 47605(e)(4)(A)–(E)**, including prohibitions against discouragement, selective enrollment practices, or pre-enrollment record requests
- Updates notice-posting requirements consistent with current CDE guidance
- Removes language that could be interpreted as inconsistent with charter admissions law
- Maintains existing immunization requirements and due process protections for students

For ease of review, the attached document includes:

- **Red text** indicating newly proposed language
 - **Strikethrough text (X's)** indicating language proposed for removal
- Twin Hills Charter Middle School Petition

Board Authority

Pursuant to Education Code section 47607, material revisions to a charter petition require authorizer approval. Board action is required to approve the proposed amendment before it may take effect.

Recommendation

The Superintendent recommends that the Governing Board approve the proposed amendment to Section VI of the Twin Hills Charter Middle School Charter Petition, as presented.

**Twin Hills Charter Middle School Charter Petition Proposed Amendment
02/05/2026 -Board Consideration**

**VI. ADMISSION, ATTENDANCE, AND
SUSPENSION/EXPULSION POLICIES**

PROPOSED 02/05/2026

THCMS will admit students regardless of race, ethnicity, gender, disability, or sexual orientation. If applications exceed capacity, THCMS will conduct a random lottery for admissions, giving preference to students residing within the Twin Hills Union School District.

Admission Preference Groups:

1. Students residing in boundaries of Twin Hills Union School District
2. Children of Twin Hills Union School District employees
3. Siblings of students currently enrolled in THCMS
4. Out-of-District students currently enrolled in fifth grade at Apple Blossom Elementary School

Priority Criteria for Lottery:

THCMS will prioritize enrollment in THCMS based on the admissions preferences above as follows: All applications from Group 1 will be admitted, then Group 2, then Group 3, then Group 4, and then any applications without any priorities, until THCMS meets enrollment capacity.

THCMS will comply with California Education Code 47605(e)(4)(A)-(E), and shall not:

- Discourage a pupil from enrolling or seeking to enroll in THCMS for any reason, including, but not limited to, academic performance, or for any protected characteristics.
- Request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to THCMS before enrollment.
- Encourage a pupil currently attending THCMS to disenroll from THCMS or transfer to another school for any reason, including, but not limited to, academic performance, or for any protected characteristics.

THCMS shall post the notice developed by the California Department of Education of the requirements of this section as required by California Education Code 47605(e)(4)(D).

Students must satisfy all state and locally required immunizations or approved medical exemption to be enrolled in THCMS.

(CURRENT)

THCMS will admit students regardless of race, ethnicity, gender, disability, or sexual orientation. If applications exceed capacity, THCMS will conduct a random lottery for admissions, giving preference to students residing within the Twin Hills Union School District.

Students Guaranteed Admission:

- Students who live in the Twin Hills Union School District
- Children of District Employees
- Students currently enrolled in Apple Blossom (K-5) Elementary School

Priority Criteria for Lottery:

- Siblings of students currently enrolled

THCMS will comply with California Education Code 47605(e)(4)(A)-(E), and shall not:

- Discourage a pupil from enrolling or seeking to enroll in THCMS for any reason, including, but not limited to, academic performance, or for any protected characteristics.
- Request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to THCMS before enrollment.
- Encourage a pupil currently attending THCMS to disenroll from THCMS or transfer to another school for any reason, including, but not limited to, academic performance, or for any protected characteristics.

THCMS shall post the notice developed by the California Department of Education of the requirements of this section as required by California Education Code 47605(e)(4)(E)

~~Students who have been expelled from another school or have records showing recurring behavior/disciplinary problems, will require special consideration by administration before being considered eligible.~~

THCMS will comply with California Education Code §48900 regarding suspension and expulsion policies, ensuring due process for all students. Such policies shall include due process in accordance with Education Code Section 48915. All policies shall conform with state and federal laws. THCMS shall comply with the requirements of Education Code section 47605(c)(5)(J)(i)-(v) with respect to the expulsion, involuntary removal, or suspension of 10 days or more of any student.

Students must satisfy all state and locally required immunizations or approved medical exemption to be enrolled in THCMS.

The Board of the District shall maintain policies and procedures further detailing the admission process.

Summary of Agenda Item | 02/05/2026

Item: Action F8 – Approval of Architect Selection and Master Agreement for Architectural Services (Proposition 2 Projects)

Background

In anticipation of potential **Proposition 2 school facilities funding**, the District publicly issued a **Request for Qualifications (RFQ)** to identify a qualified architectural firm with demonstrated experience in California K–12 school construction, including compliance with Division of the State Architect (DSA), Office of Public School Construction (OPSC), and state bond requirements.

The RFQ was advertised in accordance with applicable procurement requirements. Proposals were reviewed based on established criteria, including relevant experience, team qualifications, understanding of school facility projects, and capacity to perform the work.

Following the evaluation process, **Persinger Architects & Associates, Inc.** was identified as the most qualified firm to provide architectural services for District facilities projects funded through Proposition 2 and other eligible sources.

Agreement Overview

The attached **Master Agreement for Architectural Services** establishes the general terms and conditions under which Persinger Architects & Associates, Inc. may provide architectural services to the District. Individual projects, scopes of work, schedules, and compensation will be authorized through separate Board-approved addenda, as projects are identified and funding is secured.

Approval of the Master Agreement does not authorize a specific project or expenditure at this time, but positions the District to proceed efficiently with planning and implementation should funding become available.

F8 Architect Services Master Ag...

Fiscal Impact

There is **no immediate fiscal impact** associated with approval of the Master Agreement. Costs for architectural services will be defined and authorized through future project-specific addenda and will be payable from bond proceeds or other approved funding sources, as applicable.

Recommendation

The Superintendent recommends that the Governing Board **approve the selection of Persinger Architects & Associates, Inc. and authorize execution of the Master Agreement for Architectural Services** to support future Proposition 2 and other District facilities projects.

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for architectural services (“Agreement”) is made and entered into by and between the **Twin Hills Union School District** (“District”) and **Persinger Architects & Associates Inc.**, (“Architect”).

Whereas, the District proposes to undertake the construction of the projects described below which require the services of a duly qualified and licensed architect with expertise in the area of school construction;

Whereas, the Architect is licensed to practice architecture in the State of California (**License No. C-28589**) and represents that the firm is qualified to provide the services required by the District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural services specified in this Agreement and those related services incidental thereto.

2. PROJECT DESCRIPTION AND SCHEDULE

a. Project Description: Architectural services shall be provided for the planning, development and new construction for the projects identified in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by this reference (“Project”). As projects are identified, the parties agree to execute a written addendum for the additional terms and conditions associate with the new scope of work.

b. Project Schedule: Included in any addendum will be the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District, not less frequently than once a month, and when the District requests, on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

a. Basic Services: For all "Basic Services," which are listed in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

b. Additional Services: For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of any such Additional Services by Architect, and may be a flat fee or hourly fee based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the District's Superintendent may authorize Additional Services or changes to previously authorized Additional Services. Each such authorization must be in writing and shall be effective only after formal Board approval or ratification. Architect understands that no other District employees are authorized to order or approve either Additional Services or changes to previously authorized Additional Services. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

c. Reimbursable Expenses: "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project which fall within the categories listed below in this Paragraph 4.c. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost of the expense as follows:

 X Reasonable expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

 X Long distance telephone expense related to the Project.

 X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

d. Payments: District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	15	15
Design Development Phase	20	35
Construction Documents Phase	38	73
DSA Approval	02	75
Bid Phase	05	80
Construction Phase	15	95
DSA Close Out	05	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoices and Payment. Architect shall submit a monthly invoice to the District which itemizes the services performed during the billing period, method of computation, and amount payable. Architect shall format the invoice in accordance with the reasonable instructions as the Business Manager of the District may deliver to Architect in order that each invoice clearly discloses, as the Business Manager may require, the following:

- (i) Identification of the phase of the work to which the item belongs;
- (ii) Any information the District may require in order to satisfy the requests and requirements of the District’s auditor(s);
- (iii) Any itemization or information which the District requires in order to complete worksheets provided or required by the Office of Public School Construction and/or other governmental agencies with jurisdiction over the scope of work; and

Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

(4) **Payment Upon Termination:** If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES

Architect's Basic Services shall consist of the following items and the items specified in Exhibit B hereto:

a. Schematic Design Phase: Architect shall review the program furnished by District to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty and other representatives, this assistance shall be compensated as an Additional Service. Architect shall, as part of the Basic Services: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty and other persons with a stake in the Project (including, for example, parents and community members); prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services

b. Design Development Phase: From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for written approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

c. Construction Documents Phase: From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District. With assistance from the District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be**

submitted to District's legal advisor for review and approval at least ten (10) working days prior to proposed publication or distribution. Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. Bid Phase: Following District's approval of the construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. Construction Phase: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.

(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Assist the District to direct the contractor in the preparation of a set of drawings showing the exact location and depth of buried utility lines and any other subsurface structures (as-built dimensions) which Architect shall cause to be delivered to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in

accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedule.

(8) Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject any work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the intentional acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to the District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's

applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's professional knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. At the request of the District, Architect shall provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to: completion of any punch list or lists; any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within the Architect's control, to obtain a DSA closeout letter for the Project. Services after

notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

g. Responsibility for Construction Costs:

(1) District's budget for the Project may include a contingency of ten percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's best judgment as a design professional familiar with the construction industry. The parties recognize, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include reasonable contingencies for design, bidding and price escalation as agreed to by the District.

(4) If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to

compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect’s services to make such revisions shall be compensated as Additional Services.

h. Consultants and Staff: District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval of the District except when such staff cease to work for Architect. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District’s satisfaction, Architect shall make appropriate staffing changes acceptable to the District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Alexis Persinger	PAA
Project Associate	Casey Otero	PAA
Principal Engineer, Structural	TBD	
Principal Engineer, Civil	TBD	
Principal Engineer, Mechanical	TBD	
Principal Engineer, Electrical	TBD	

(1) All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect’s own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall

also notify District of staff changes of all other key personnel working on the Project.

i. Modifications: Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change. To the extent required, Architect shall obtain DSA approval for the modification.

j. Consultation: Architect shall consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Analyses of District's needs, and programming requirements of the Project .
- b. Financial feasibility or other special studies.
- c. Planning surveys, site evaluations, environmental studies or comparative studies of prospective sites that are identified by the parties in writing as Additional Services.
- d. Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project or as later phases related to the Project.
- e. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f. Detailed quantity surveys or inventories of material, equipment and labor.
- g. Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.

- i. Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.
- k. Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.
- l. Consultation concerning replacement of any work damaged by fire or other cause during construction.
- m. Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract except as provided in paragraph 5(f).
- n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.
- o. Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.
- p. As requested by the District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.
- q. Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- r. Preparation time and materials for presentation to community for all required community meetings in excess of four, excluding District board meetings.
- s. Drawings and documents required for the demolition process if not part of the Project.
- t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.
- u. Special presentation models, renderings or mock-ups.

v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.

y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.

z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.

aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services

bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.

cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.

ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.

ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget

limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

c. Pay all fees required by any reviewing or licensing agency.

d. Designate one or more representatives authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.

e. Furnish at District expense the services of any Project inspector agreed to or required by law.

f. Review all documents submitted by Architect and notify Architect of decisions thereon within a reasonable time after submission.

g. Issue any orders to contractors through Architect or with notice to Architect.

h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent to the District during the contractor's guarantee period.

i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 24 of the California Code of Regulations, and the Uniform Building Code with California.

j. Provide copies of floor plans of existing buildings to be remodeled, if applicable and if available.

8. INDEMNITY

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, Architect shall defend, hold harmless, and indemnify the District, its Board of Trustees, its agents, officers, officials, and employees from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, attorney fees and other costs of litigation, arising out of, pertaining to, or relating to, Architect's negligence, recklessness or willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of District.

9. INSURANCE

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$4,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. Endorsements: The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

- (1) The District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.
- (4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

b. Errors and Omissions Insurance: Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot

be canceled until thirty (30) days after written notice of intended revocation has been given to District

c. Workers' Compensation Insurance: Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. If Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

d. Documentation: Prior to execution of this Agreement, Architect shall submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

e. Miscellaneous: If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement to the extent such a credit can be applied, and Architect, upon demand, shall immediately pay any difference to District. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. ERRORS AND OMISSIONS:

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

11. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and

interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

12. RECORDS

Architect shall maintain all records concerning the Project for a period of four years after the completion of the third phase of the work of which the Project constitutes the first phase, or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

13. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any

remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

14. ARCHITECT AN INDEPENDENT CONTRACTOR

Architect and District agree that in the making and performance of this Agreement, Architect and its agents are independent contractors and are not and shall not be construed to be an officer or employee or partner or joint venturer of District.

15. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not materially interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

16. OWNERSHIP OF DOCUMENTS

All plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District, which approval District may grant or withhold in District's absolute discretion, and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

17. DISPUTE RESOLUTION PROVISIONS

a. Non-binding Mediation

- (1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if the parties mutually agree.
- (2) A request for mediation shall be filed in writing with the other party to this Agreement.
- (3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. Advisory Arbitration

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to advisory arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

18. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board, which consent District may grant or withhold in District's absolute discretion. Any attempted assignment without such consent shall be invalid.

19. TIME SCHEDULE

a. Time Schedule: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. Once District approves the performance schedule, Architect shall perform its obligations hereunder prior to the occurrence of each scheduled performance deadline unless District has approved a time extension in writing. Architect shall at

all times maintain adequate and competent staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. Delays: If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

20. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect, Architect's employees or Architect's subconsultants ("Architect representatives") on a school site (and "work" as used in the preceding clause shall mean any entry on to District property for any reason): (1) Architect representatives shall check in with the school office each day immediately upon arriving at the school site; the District may assign a District employee to supervise the representative at the site; (2) Architect representatives shall inform school office staff of their proposed activities and specific location at the school site; (3) Once at such location, Architect representatives shall not change locations without contacting the school office; (4) Architect representatives shall not use student restroom facilities; and (5) if an Architect representative finds himself/herself alone with a student, he/she shall immediately contact the school office and request that a member of the school staff be assigned to the work location

22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

a. Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of _____, and no other place.

b. Entire Agreement: This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. Severability: Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. Non-Waiver: None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. Discrimination Prohibited: It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. Disabled Veterans Participation Goals: In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. Retention of DVBE Records: Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this 30 day of January, 2026.

ARCHITECT

By:



Alexis Persinger

DISTRICT

By:

Dana Pedersen/ Superintendent

Exhibit A – Project Description and Schedule

Project Description:

Addenda will be prepared for each project associated with this master agreement. Each addendum will include the project description and schedule.

Exhibit B – Tasks and Responsibilities

Scope of Services	District's Responsibilities	Provided By A/E team		Not Provided
		Basic Services	Additional Services	
A Project Administration Services (throughout all phases)				
1 Project Team Selection				
- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, other.)	√			
- Coordination of District's additional consultants	√			
2 Project Communications				
- Develop/implement a Community Relations & Public Information Plan	√			
- Special board presentations & community meetings	√		√	
- Special status reports to Board & Oversight Committee	√			
- Establish & maintain web page	√			
3 Project Administration meetings				
- As required for A/E basic services		√		
- Other than required for A/E basic services			√	
4 Agency consultations/approvals				
- Local Fire Marshal		√		
- State Office of Reg. Services (DSA, SFM)		√		
- State Department of Education, School Facilities Planning Approvals (if applicable)		√		
5 Prepare applications & supporting documents (as applicable to architects)				
- state funding applications	√			
- DSA application & approval		√		
B Programming, Planning & Evaluation Services				
1 Special investigations				
- Geotechnical and soils engineering	√			
- Hazardous materials reports & studies	√			
2 Investigation of unknown existing conditions	√			
- Property surveys/building measurements (if not available from existing drawings)	√			
- On-site utility studies (locations, condition, capacity, etc.)	√			
- Off-site utility studies (locations, condition, capacity, etc.)			√	
3 Comprehensive ADA compliance study			√	
4 Develop detailed program				
- Educational specifications/program, design criteria & standards	√			
- Detailed space/adjacency programming	√			
- Food service plan/program	√			
- Equipment program	√			
5 Assistance with environmental, Negative Declaration & EIR studies				
- Ecological studies and mitigation measures	√			
- Traffic, noise, off-site parking, etc.	√			
- Hearings and community meetings	√		√	

C	Schematic Design Phase				
1	Review of program and budget		√		
2	Field verification of existing conditions		√		
3	Code documentation & interpretations		√		
4	Schematic site and building plans		√		

Scope of Services	District's Responsibilities	Provided By A/E team		Not Provided
		Basic Services	Additional Services	
5	Preliminary sections and elevations	√		
6	Preliminary interior elevations of key spaces	√		
7	Room data sheets and/or finish schedules	√		
8	Preliminary selection of systems & materials	√		
9	Develop approximate dimensions & areas	√		
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural) site only	√		
11	Outline specifications of major materials, systems and equipment	√		
12	Construction cost estimates; probable construction cost	√		
	- Unit cost estimate	√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses		√	
13	Presentation models and/or renderings		√	
14	In-house constructability reviews			√
D	Design Development Phase			
1	Code documentation & interpretations	√		
2	Plans, sections, interior and exterior elevations	√		
3	Development of site plan	√		
4	Development of landscape plan, if required by District	√		
5	Typical construction details	√		
6	Equipment layouts		√	
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural) site only	√		
8	Preliminary building specifications	√		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)	√		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract		√	
11	Construction cost estimates; probable construction cost	√		
	- Unit cost estimate	√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses		√	
12	Presentation models and/or renderings		√	
13	In-house constructability reviews			√
E	Construction Documents Phase			
1	Code documentation & interpretations	√		
2	Preparation of building construction plans	√		
3	Prepare color boards	√		
4	Final building specifications	√		

5	Furniture, furnishings and equipment				
	- Included within construction contract		√		
	- Not included within construction contract	√		√	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	√			
7	Construction cost estimates; probable construction cost		√		
	- Update of DD phase unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
8	Prepare bidding and procurement forms; Construction Specifications		√		
9	Prepare Conditions of the Contract (Divisions 0 & 1)		√		
10	Develop Project Manual		√		
11	Presentation models and/or renderings			√	
12	In-house constructability reviews				√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
F	Other Design Services				
1	Hazardous materials identification/determination of mitigation measures	√			
2	FF&E design (furnishings & movable equipment)	√		√	
3	Graphic & signage design	√		√	
	- Fire/life safety graphics & signage; site only		√		
	- Other graphics & signage; site only		√		
4	Mock-up services (workstations, classroom design, etc.)	√		√	
G	Bidding Phase Services				
1	Advertisement to potential bidders		√		
2	Pre-qualification of bidders	√			
3	Pre-bid conferences		√		
4	Distribution of bidding documents		√		
5	Distribution of special bidding/negotiation addenda		√		
6	Response to bidders' questions and provide clarifications		√		
7	Report bidding results & identify apparent low bidder		√		
8	Bid dispute resolution	√			
9	Contract award processing; issue Notice to Proceed	√	√		
H	Contract Administration Services				
1	Plan & manage move-in & out activities including temp. facilities	√			
2	Site visits/observation				
	- Scheduled meetings (as quantified in scope of services)		√		
	- Additional meetings			√	
3	Timely file with DIR the PWC-100 form re labor compliance & notice of award		√		
4	Coordination of other construction activities				√
	- Removal of non-conforming portables	√			
	- Demolition and/or removal of other structures	√			
	- Moving of utilities underground	√			
	- Utility hookups		√		

5	Multiple contract administration or multiple phase coordination efforts for single project			√	
6	Submittals & substitutions; building not included				
	- Review and respond to Contractors' proposed submittal schedules		√		
	- Receive, process, distribute submittals, shop drawings, & substitutions		√		
	- Review submittals and shop drawings		√		
	- Review proposed substitutions		√		
7	Requests for Information/Clarifications; building not included				
	- Receive, process & distribute requests		√		
	- Evaluate and respond to requests		√		
8	Change orders				
	- Receive, process & distribute Change Orders		√		
	- Changes stemming from A/E documents		√		
	- Owner and contractor initiated changes			√	
	- Review, analyze and/or negotiate prices with contractors			√	
9	Testing and inspection administration; No supervision	√			
10	Maintain official construction logs				
	- Change order log		√		
	- Request for Information (RFI) log		√		
	- Submittal log		√		

Scope of Services	District's Responsibilities	Provided By A/E team		Not Provided
		Basic Services	Additional Services	
11	Contract cost accounting; Review only			
	- Maintain records of payments	√		
	- Coordinate & assemble contractors' payment applications	√		
	- Approve & process contractors' payment applications		√	
12	Interpretations and decisions			
	- Relating to construction documents/specifications		√	
	- Relating to General Conditions	√		
13	Project closeout; not including building			
	- Preliminary and final punch lists		√	
	- Determination of payment withholdings		√	
	- Issuance of Certificates of Substantial Completion		√	
	- Securing and receipt of sureties	√		
	- Receipt & review of warranties & manuals		√	
	- Receipt & review of waivers of liens	√		
	- Issuance of final Certificates of Payment; See #11		√	
	- Project closeout with DSA		√	
14	Construction tours (students & community)		√	
I	Post-Construction & Facility Operation Services			√
1	Record Drawings			
	- Develop record drawings based on contractor supplied information			√
	- Review record drawings for completeness		√	
	- Compile drawings & forward to District			√
	- Update contract documents to incorporate changes			√
2	Warranty review			√

3	Detailed analysis or response to Contractor claims not due to fault of Architect			√	
4	Staff training (operating & maintaining equipment and systems)				√
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting		√		
	- Document defects or deficiencies			√	
	- Prepare instructions to Contractors for correction of defects			√	
6	Project promotion	√			
7	Community tours		√		

Exhibit C – Compensation and Schedule of Hourly Billing Rates

Addenda will be prepared for each project associated with this master agreement. Each addendum will include the fee menu for the project as well as the standard hourly billing rates.

Summary of Agenda Item

Agenda Item: F9

Subject: Action – Ratification of 2025–2026 Amendment to the West Sonoma County Consortium Memorandum of Understanding (MOU): Preschool Billing Alignment

Action Requested: Approve and Ratify

Background

The West Sonoma County Special Education and Student Services Consortium operates under a Memorandum of Understanding (MOU) approved by participating districts. In a prior amendment, the Consortium updated and clarified billing practices related to **special education programs and services, including Special Day Classes (SDCs) and other Consortium-operated services**.

This proposed **2025–2026 amendment builds upon that prior work** by extending the same billing framework and principles to **preschool programs and services**, thereby aligning preschool billing with the model already in place for other Consortium services. The intent of this amendment is to ensure consistency, transparency, and equitable cost allocation across all Consortium-operated programs.

The attached amendment further specifies preschool cost distribution, assessment billing, and core service definitions. **Yellow highlights in the document identify the proposed changes** to the existing MOU language.

Consortium Action

The Consortium Council **unanimously approved** this amendment on **January 14, 2026**, in accordance with the amendment provisions of the MOU. Per the MOU, the amendment becomes effective upon ratification by at least sixty percent (60%) of participating school boards.

Recommendation

The Superintendent recommends that the Governing Board **ratify the 2025–2026 Amendment to the West Sonoma County Consortium MOU**, which aligns preschool billing practices with the billing model previously adopted for other Consortium-operated special education programs and services.

MEMORANDUM OF UNDERSTANDING
2025-2026 AMENDMENT

SPECIAL EDUCATION AND STUDENT SERVICES CONSORTIUM

Between and among

FORESTVILLE UNION SCHOOL DISTRICT
FORT ROSS ELEMENTARY SCHOOL DISTRICT
GUERNEVILLE UNION SCHOOL DISTRICT
HARMONY UNION SCHOOL DISTRICT
MONTE RIO UNION SCHOOL DISTRICT
MONTGOMERY ELEMENTARY SCHOOL DISTRICT
OAK GROVE UNION SCHOOL DISTRICT
SEBASTOPOL UNION SCHOOL DISTRICT
TWIN HILLS UNION SCHOOL DISTRICT
WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT

This Amendment is entered into pursuant to Paragraph 10 of the July 1, 2023 Memorandum of Understanding (“MOU”) for the Special Education and Student Services Consortium (“Consortium”), approved by the Consortium Board on May 10, 2023.

Pursuant to Paragraph 10, the Amendment shall be effective upon a 2/3 vote of the Consortium Council and ratification by sixty percent (60%) of the Participant school boards. If a Participant school board has not taken action within a 45 day period from approval of the Consortium Council, then that Participant will be considered a “yes” vote.

By this Amendment, the July 1, 2023 MOU is modified in the following manner:

Effective 2026-2027 fiscal year, Paragraph 5(b)(i) is hereby stricken in its entirety and replaced with the following provision:

- i. Itemized billing from the Consortium Fund 06 to Consortium Participants shall be the responsibility of LEA Business Services Department, in consultation with the Consortium director: (For purposes of district billing, “P2” refers to total district ADA at P2)

1. Consortium Operated Classrooms and Programs:

- a. K-12 Special Day Class: For grades K-8, cost is distributed for all core programmatic services as defined by the Consortium Director in consultation with the Consortium Council as follows:

For 2026-2027 based 10% upon prior year P-2 plus the Consortium K-8 ADA by district of residence and 90% on usage;

For 2027-2028 based 5% upon prior year P-2 plus the Consortium K-8 ADA by district of residence and 95% on usage.

Any non-core services required by a pupil will be paid for directly by the relevant Participant on a direct bill model. For grades 9-12, 100% on usage.

b. Preschool:

1. For preschool programs, cost is distributed for 2026-2027 based 10% upon prior year P-2 plus the Consortium K-8 ADA by district of residence and 90% on usage, and for 2027-2028 based 5% upon prior year P-2 plus the Consortium K-8 ADA by district of residence and 95% on usage, for all core programmatic services as defined by the Consortium Director in consultation with the Consortium Council. Any non-core services required by a pupil will be paid for directly by the relevant Participant on a direct bill model. Core services include assessment of students currently enrolled in preschool programs.

2. Initial assessments of preschool students, defined as all children ages 3-4 not currently enrolled in a Consortium preschool, will be conducted by the preschool assessment team. Evaluations by the preschool assessment team include psychoeducation, preacademics/academics, speech, and occupational therapy.

The cost to Participants per initial preschool assessments will be based on the actual staffing costs for assessments divided by the number of initial preschool assessments conducted in each fiscal year. Cost will be initially set based upon pre-year estimates of the number of total initial preschool assessments, which will be adjusted quarterly by the Consortium Director based upon updated numbers.

For students enrolled in a Participant-operated transitional kindergarten program requiring initial assessment, Participants will have the option to elect to use K-8 staffing—whether Consortium staff under Subparagraph 3 or Participant staffing—to conduct initial assessments.

If a preschool student requires evaluation in an area not covered by the preschool assessment team under this subparagraph (e.g., physical therapy, vision, etc.), the cost of that assessment will be billed directly to the Participant.

Participants will be billed quarterly for initial preschool assessments based upon the quarterly-adjusted estimated assessment cost. Payment adjustments for Participant over or underpayment based upon actual initial preschool assessments costs will be made in the final quarterly billing.

c. Core Programmatic Services: “Core programmatic services,” as used in this subparagraph, is defined as those services that are integrated into the program in addition to those services that a majority of students in the program receive as part of their IEPs.

Core Programmatic Services for each program include SAI and whole class paraprofessional support and the following:

<u>ESN</u> :	Speech, Occupational Therapy
<u>Mild/Moderate SDC</u> :	Speech
<u>ED</u> :	Counseling, Speech, Occupational Therapy, Behavior Specialist
<u>Preschool SDC</u> :	Speech, Occupational Therapy
<u>Preschool LEAP</u> :	Speech
<u>Preschool Speech</u> :	Speech w/o SAI and paraprofessional support

3. Special Education Staffing: Participants may directly arrange with the Consortium for the use of Consortium personnel to provide or supervise special education and related services for Participants. Special education and related services includes, but is not limited to, speech and language, nursing, school psychology, counseling, behavioral services, adaptive physical education, occupational therapy, and specialized academic instruction by a credentialed educator.

By March 1 prior to each fiscal year, Participants will provide the Consortium Director with the proportion of each service to be used in the next fiscal year, measured by FTE percentage, number of days of service per year, or other proportional model determined to be equitable by the Consortium Director in consultation with the Consortium Council. Each Participant will be responsible for its full estimated proportion in the applicable fiscal year, however nothing in this MOU shall prohibit two or more Participants from trading, selling, or otherwise exchanging unused staffing time. A Participant who requires staffing time in excess of its estimated proportion may purchase additional time, if available, on a fee for service model.

To account for salary differences between The FTE cost of staffing will be based on an average of individual staff FTE costs within

each staffing category (e.g., psychologist, speech and language pathologist, occupational therapist, etc.).

Nothing in this Paragraph guarantees the ability of the Consortium to meet the projected needs of the Participants. If the Consortium is unable to secure Consortium staff able to fill all need, the Consortium may contract with third-party public or certified private partners to deliver services. If the Consortium is unable to secure an appropriate contract, the Consortium Director will notify the effected Participant by August 1.

4. Administration and Support Services: Consortium administrative and support costs will be paid for pro rata by Participants based upon prior year total P2 ADA, plus the Consortium K-8 ADA by district of residence.

Summary of Agenda Item

Agenda Item: F10

02/05/2026

Subject: Resolution No. 2026-606: RESOLUTION OF THE BOARD OF TRUSTEES OF THE TWIN HILLS UNION SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON JUNE 2, 2026

Action: Second Reading- To Approve

Background:

The District has important school facility improvement needs and the District needs to identify a local funding source such as voter-approved general obligation bonds. June 2, 2026 is the date of the statewide primary election, and also is an election date at which local bond measures that provide facilities funding can be placed on the ballot.

The Resolution for Board consideration has been prepared in accordance with all legal requirements and presents a \$14 million bond measure to District voters under Prop. 39 (55% vote) for the purpose of financing projects summarized on the specific Project List attached as Appendix A to the Resolution (Full Text of Measure) which will be printed in the Sample Ballot provided to District voters. Appendix B is the abbreviated statement of the measure and is limited to 75 words or less that will be printed on the ballot label and read by voters at the time of casting their vote. Appendix C presents the Tax Rate Statement which will also be printed in the Sample Ballot which discloses to District voters current expectations regarding the property tax rates and other matters that will apply if bonds are approved and issued.

In order to call the election, the Resolution must have a 2/3 vote of the Board (4 aye votes).

Fiscal Impact: None to general fund. If the bond measure receives 55% or more affirmative vote, the District will be able to issue bonds and apply the proceeds to finance important facility construction and improvement projects benefitting students, staff and the community. Costs of issuance are payable from bond proceeds. Bond repayment is from annual ad valorem property tax revenues in the District.

Recommendation:

Superintendent recommends: Motion to Adopt Resolution Ordering an Election to Authorize the Issuance of School Bonds.

RESOLUTION NO. 2026-606
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TWIN HILLS UNION SCHOOL DISTRICT ORDERING AN ELECTION TO
AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING
ON JUNE 2, 2026

Resolution Tracked Recommended Changes as of 01/30/2026

1) Recommended Change

a. A-5 02/05/2026

Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments and updates to master plan documents, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal including litigation, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular and parking facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; costs of the election; bond issuance **and compliance** costs; and project administration during the duration of such projects, as permitted by law.

2) Recommended Change

- a. C-1 02/05/2026- Page C-1 contains a paragraph at the bottom that explains to voters that the rates are projected. The text of App C will appear in the sample ballot provided to voters.**

TEXT:

3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$32,783,000.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the Sonoma County's official tax rolls. In addition, taxpayers eligible for a property tax exemption such as the homeowner's exemption will have a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Superintendent
Twin Hills Union School District

- 3) Recommended Change:
 - a. Appendix B - Ballot



APPENDIX B

ABBREVIATED FORM OF BOND MEASURE

To improve the quality of education; modernize and renovate classrooms, restrooms and school facilities; and make health, safety and security improvements; shall Twin Hills Union School District's measure be adopted authorizing \$14,000,000 of bonds at legal interest rates, generating on average \$964,000 annually as long as bonds are outstanding, ~~projected rates not exceeding at a rate of approximately \$30 per \$100,000 assessed value, with annual audits, independent citizens' oversight committee, no money for salaries and no money taken by the State?~~

Bonds—Yes

Bonds—No

RESOLUTION NO. RESOLUTION NO. 2026-606

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TWIN HILLS UNION SCHOOL DISTRICT ORDERING AN ELECTION TO
AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING
ON JUNE 2, 2026**

WHEREAS, the Twin Hills Union School District (the “District”) in Sonoma County (the “County”), State of California (the “State”), is committed to providing quality education to its students in a safe, modern learning environment; and

WHEREAS, the District has undertaken a facilities assessment to understand the current and future needs of the District’s facilities; and

WHEREAS, the District’s facilities are in need of construction and modernization including for repairs, upgrades, construction and safety improvements in order to provide the education District students deserve in a safe and modern environment; and

WHEREAS, education funding derived from the State is inadequate to address the District’s facilities needs and as such a local source of funding such as proceeds of general obligation bonds must be identified; and

WHEREAS, the Board of Trustees of the District (the “Board”) has determined that it is necessary to address the District’s facilities needs and, among other considerations, to ensure that its schools are constructed, upgraded, repaired, improved and equipped; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 (“Proposition 39”), which amended Articles XIII A of the California Constitution (“Article XIII A”) to allow for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bond Act of 2000, codified at California Education Code Section 15264 and following (the “Act”), became operative; and

WHEREAS, in order to address the facilities needs of the District as described herein, in the judgment of the Board, it is advisable to call an election pursuant to the Act to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIII A (together with the Act, the “Law”) for the purposes authorized by the Law and as described in Appendix A hereto (the “Full Text of Bond Measure”); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board desires to call an election in the District pursuant to the Law on June 2, 2026, which is the date of the statewide primary election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the County election official (the “County Registrar”) to perform election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County assessor, if any; and

WHEREAS, in connection with the calling of a bond election, the Board has been presented with information about related estimated property tax rates and such information will be presented to District voters in accordance with Elections Code Section 9401 and in the form of the Tax Rate Statement set forth as Appendix C hereto; and

WHEREAS, pursuant to United States Income Tax Regulations Section 1.150-2, the Board desires to declare its official intention at this time that if the measure submitted to voters hereunder is successful and bonds are issued pursuant to such measure, that it intends to reimburse from said bond proceeds any expenditures made by the District prior to the date of issuance of said bonds for the purposes described in the measure; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TWIN HILLS UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of \$14,000,000 for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This resolution (the “Resolution”) constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be June 2, 2026, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District’s last election.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked “Appendix A – Full Text of Bond Measure” (the “Full Text of the Measure”), authorizing the District to issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading “FULL TEXT OF BOND MEASURE” and includes all of the text thereafter on Appendix A, is requested to be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official.

As required by Education Code Sections 5322 and 15122, Elections Code Section 13247, and in accordance with Elections Code Section 13119, the abbreviated statement of the measure to appear on the ballot label is attached hereto as Appendix B and is marked as “Appendix B – Abbreviated Form of Bond Measure.”

The President of the Board and the Superintendent are hereby separately authorized and directed to make any changes to the text of the bond measure as described herein to conform to any requirements of the Law or the County Registrar, to changes in applicable legal provisions, to address word count limitations, and upon the advice of its legal counsel. Any such changes shall be directed in writing by the Superintendent to the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event at least 55 percent of the voters voting in the District approve of the bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that bond proceeds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens’ oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. State Matching Funds. The Board hereby finds that some of the projects identified on the Full Text of Measure may require additional funding such as State matching funds for

completion. As such, the statement required by Education Code Section 15122.5 has been included in the Full Text of Measure attached hereto which shall be reproduced in the sample ballot.

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar, and (2) the Clerk of the County Board of Supervisors (the “Clerk of the Board”) for purposes of consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto.

Section 10. Consolidation of Election; Request to Provide Services. The County Registrar and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on June 2, 2026 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse County in full upon presentation of a bill from the County, such services to include the publication of a formal notice of election and the mailing of the sample ballot and tax rate statement approved in Section 11 hereof.

Section 11. Approval of Tax Rate Statement. Pursuant to Elections Code Section 9401, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute the tax rate statement, and to file said statement together with this Resolution with the County Registrar in accordance with Section 9 hereof.

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized (but not required) to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 13. Maturity Limit of Bonds. The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 14. Reimbursement. Pursuant to United States Income Tax Regulations Section 1.150-2, the District hereby declares that if the measure called hereby is approved by District voters, it may (i) pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, (ii) intends to use a portion of the proceeds of bonds for reimbursement of said expenditures for the projects that are paid before the date of issuance of bonds.

Section 15. Estimates Included in Ballot Materials. The measure authorized by this Resolution includes information presented to voters with respect to the amount of money

required to repay issued bonds, the estimated rate of the approved tax per \$100,000 of assessed valuation (*ad valorem* tax), and the estimated duration through which the proposed tax supporting bond repayment will be levied and collected, among others. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan. Such estimates and approximations are not intended by the Board, and shall not be interpreted or construed as additional restrictions on the District's bond program, bond issuances and related tax rate, and, other than the total principal amount of bonds authorized to be issued by the bond measure, do not represent legal maximums or additional limitations beyond applicable legal requirements. Furthermore, the abbreviated and condensed statement of the bond measure set forth in Appendix B, limited by State law to 75 words or less, does not limit the scope and broader and complete meaning provided in the Full Text of Bond Measure, set forth in Appendix A.

Section 16. Professional Services. Jones Hall, A Professional Law Corporation is hereby engaged by the District to serve as its bond counsel and disclosure counsel pursuant to the terms of a service agreement on file with the Superintendent, which the Superintendent is authorized to execute on behalf of the District..

Section 17. Official Actions. The President of the Board and the Superintendent are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes or additions to the text of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 18. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Twin Hills Union School District of Sonoma County, being the Board authorized by law to make the designations therein contained by the following vote, on February 5, 2026.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Attest:

Clerk/Secretary of the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

The full text to be printed in the election material begins below the following line. The County Registrar is requested to input the assigned letter of this measure in the blank fields below.

TWIN HILLS UNION SCHOOL DISTRICT MEASURE _____ FULL TEXT OF MEASURE

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the Twin Hills Union School District (the “District”) will be authorized to issue and sell bonds of up to \$14,000,000 in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific school facilities projects listed under the heading “Bond Project List” below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The District Board of Trustees (the “School Board”) has identified detailed facilities needs of the District and has determined which projects to finance from a local bond. The School Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens’ Oversight Committee. Following approval of this measure, the School Board will establish an Independent Citizens’ Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the School Board.

Performance Audits. The School Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The School Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Sonoma County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the School Board not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), being the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in the bond measure or ballot materials, including relating to estimated rates of *ad valorem* property taxes, the duration of issued bonds and related levies and collections of *ad valorem* property taxes are provided as informational only and are not binding on the District. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the rate or the duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters which is subject to a word count limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of Bond Measure and related ballot materials.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, reconstruction, rehabilitation, or replacement of school facilities of the Twin Hills Union School District, including furnish and equipping, and the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, all in compliance with California Constitution Article XIII A, Section 1(b)(3).

This measure authorizes bond projects to be undertaken at all current and future District properties, sites and campuses.

Specific School Facility Project List. The items presented on the following list provide the specific school facilities projects authorized to be financed with voter-approved bond proceeds. Examples provided in each category does not limit the broader meaning of the type of project authorized. Authorized projects are:

- **Replace and/or Repair Leaky Roofs.** Includes replacing or repairing aging, damaged, or leaky roofs.
- **Modernization and Renovation to Classrooms and Other School Buildings to Provide Modern/Updated Learning Environments.** Includes improvements to modernize, rehabilitate, renovate, reconfigure, repair, construct, expand and/or upgrade classrooms, libraries, multi-purpose rooms, auditoriums, and other school facilities, including all improvements to interiors and exterior such as doors, windows, hardware and keyless entry, casework, flooring, millwork, painting, lighting and siding, and furnishing and equipping classrooms.
- **Make Health, Safety, Emergency Response and Security Improvements Throughout Facilities.** Includes security cameras, fences, fire alarms, fire sprinkler and equipment systems, emergency exits, door hardware, alarm systems, communication systems, interior and exterior lighting systems, security and access and other reconfiguration of facilities enhancing safety, and updates to point of entry controls.
- **Address Safety and Health Concerns.** Includes all upgrades required by laws, regulations and building codes, including the Field Act, to provide a safe and healthy environments including improvements to improve air quality and seismic improvements, and includes addressing unforeseen conditions revealed in connection with construction such as dry rot or other structural issues.
- **Modernization and Renovation to Facilities Related to and Serving the School Sites.** Includes upgrading, modernizing, expanding, constructing, equipping and furnishing kitchen, food prep area/kitchen, eating and gathering spaces, multi-purpose rooms, meeting spaces, offices, counselling and similar spaces and facilities for transportation or maintenance, including all improvements to interiors and exterior such as

doors, windows, hardware and keyless entry, casework, flooring, millwork, painting, and lighting, and including furnishings and related equipment.

- **Provide All Infrastructure Needed to Adequately Serve School Facilities.** Address inadequate systems and utilities including upgrades, additions, installation of adequate electric systems including outlets and switching, plumbing systems and water systems, and including upgrades for energy efficiency and to support all modern technology needs.

- **Replace, Acquire and Install HVAC Systems.** Ensure comfortable learning and working environments with new or upgraded and energy-efficient heating, ventilation and air conditioning systems (HVAC).

- **Outdoor Learning and Gathering Spaces.** Provide outdoor learning and gathering spaces including coverings/sun shades and seating.

- **Drinking Fountains.** Ensure high quality drinking water and sufficient number of drinking fountains.

- **Improve Access to Computers and Modern Technology.** Includes providing modern teaching and learning equipment such as whiteboards, computers, software and other technology equipment, and installing or upgrading infrastructure sufficient to support modern technology including wiring/electric and providing internet access.

- **Improvements to School Exteriors Including Entryways.** Includes improvements and upgrades to school entries, student drop-off / pick-up areas, parking lots, driveways and other paved surfaces, curbing, updating ADA access, improvements to paths of travel, increase of access points, signage, adequate lighting, landscaping and irrigation.

- **Improvements to Play Areas and Yards, Fields and Other Outdoor and Physical Education Spaces.** Includes replacing play field surfaces including grass, turf, concrete and/or asphalt, updated fitness/P.E. equipment, installing safe surface treatments and playground equipment, and improving or constructing all related facilities such as seating/bleachers, changing rooms, restrooms, sound systems, and lighting.

- **Update Bathrooms.** Ensure legally compliant, improved and modernized, constructed and expanded bathrooms serving all students and staff.

- **Update/Replace Portables.** Replace, renovate or otherwise improve portable buildings including replacing with modular buildings or other more permanent structures.

- **Ensure ADA Compliance and Barrier Free Access to all Facilities.** Includes improvements to ensure barrier-free access and compliance with all requirements of the American With Disabilities Act (ADA) and all other similar laws and regulations at all facilities in the District.

- **Furnishing and Equipping and Incidental Expenses.** Furniture, equipment including technology equipment and all work necessary and incidental to specific projects described above as more particularly described below.

The order in which the foregoing projects are listed does not suggest an order of priority. Project prioritization is vested in and will be determined by the District Board.

Furnishing and Equipping; Incidental Expenses. Each of the bond projects described on the above Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments and updates to master plan documents, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal including litigation, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular and parking facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; costs of the election; bond issuance and compliance costs; and project administration during the duration of such projects, as permitted by law.

Alterations to Scope; New Construction; Real Property Interests. The scope, nature and priority of any of the specific projects described above may be altered by the School Board. This may occur due to unforeseen conditions that may arise during the course of planning, design and construction, or due to other compelling factors which become apparent in the course of project planning and execution, such as changing cost considerations, safety considerations, programmatic considerations or other considerations that arise or become apparent over the several years of undertaking bond financed projects. In the event that a modernization or renovation project is determined by the Board to be more economical or otherwise in the best interests of the District to be undertaken as new construction, this bond measure authorizes land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of interests in real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. This measure also authorizes payment of costs related to consolidation of facilities or campuses.

Interim Financing Included; Joint Use Projects Authorized. In addition, authorized projects include reimbursements for paid project costs and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project

list, such as bond anticipation notes or lease financings relating to projects and/or equipment previously financed. Finally, projects on this list may be undertaken and used as joint use projects with other public agencies.

Other Funding Sources. The Bond Project List presents more projects than are expected can be addressed with proceeds of this bond measure. The School Board will determine project prioritization and there is no guarantee that all projects will be addressed. Additional funds for facilities projects are expected to be pursued from the State's facilities matching funds program, if and to the extent available and qualifying, to provide additional funding to complete additional facilities projects.

Unforeseen Circumstances. Many factors which the District cannot predict or control may impact its ability to address each of the projects, including but not limited to construction cost issues, supply chain issues which can cause project delays, labor shortages, and unknown environmental factors or site conditions, among others. The District is unable to anticipate all unforeseen circumstances which may limit or prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this Bond Measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Examples included on the project list are not intended to limit the broader types of projects described and authorized by this measure. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by State law. The Bond Project List only authorizes capital expenditures.

Severability. The District Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

The Full Text of Measure ends above the line.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE



To improve the quality of education; modernize and renovate classrooms, restrooms and school facilities; and make health, safety and security improvements; shall Twin Hills Union School District's measure be adopted authorizing \$14,000,000 of bonds at legal interest rates, generating on average \$964,000 annually as long as bonds are outstanding, projected rates not exceeding \$30 per \$100,000 assessed value, with annual audits, independent citizens' oversight committee, no money for salaries and no money taken by the State?

Bonds—Yes

Bonds—No



APPENDIX C

TAX RATE STATEMENT REGARDING PROPOSED TWIN HILLS UNION SCHOOL DISTRICT GENERAL OBLIGATION BONDS

An election will be held in the Twin Hills Union School District (the "District") of Sonoma County, California, on June 2, 2026, to authorize the sale of up to \$14,000,000 in bonds of the District to finance school facility improvements as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* property tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$28.20 per \$100,000 of assessed value. The final fiscal year in which the tax is anticipated to be collected is 2060-61.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$30 per \$100,000 of assessed value. It is estimated that such rate would be levied in fiscal years 2027-28 through 2056-57.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$32,783,000.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the Sonoma County's official tax rolls. In addition, taxpayers eligible for a property tax exemption such as the homeowner's exemption will have a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over

the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Superintendent
Twin Hills Union School District

Summary of Agenda Item

Agenda Item: F11

02/05/2026

**Discussion/Action – Adoption of Board Policy and Administrative Regulation 1445:
Response to Immigration Enforcement**

Background

Board Policy and Administrative Regulation 1445, Response to Immigration Enforcement, are being brought forward for Board consideration to formalize the District's practices in responding to requests or actions by immigration enforcement agencies on school campuses or involving student, family, or employee information.

California Education Code section 234.7 requires school districts to adopt policies and procedures governing interactions with immigration enforcement and to make those policies available to the public **no later than March 1**. Adoption of BP/AR 1445 ensures the District meets this statutory deadline and aligns with guidance issued by the California Department of Education.

Summary of Policy and Regulation

Board Policy 1445 affirms the District's commitment to providing a safe and welcoming learning environment for all students, regardless of immigration or citizenship status. The policy clarifies that, unless legally required, District staff shall not collect, disclose, or provide information regarding a student's or family's immigration status, nor permit access to nonpublic areas of District property without proper legal authorization.

Administrative Regulation 1445 establishes detailed procedures for staff in the event of immigration enforcement activity, including:

- Responding to requests for student, family, or employee information
- Responding to requests for access to students, District transportation, or nonpublic areas of District property
- Required notification, documentation, and reporting protocols
- Coordination with District leadership and legal counsel
Procedures for responding when a student's parent or guardian is detained or deported

Together, the policy and regulation ensure compliance with state law, protect student privacy, and provide staff with clear and consistent direction in sensitive situations.

Recommendation

The Superintendent recommends that the Governing Board adopt Board Policy and Administrative Regulation 1445, Response to Immigration Enforcement, as presented, in order to meet the March 1 statutory deadline and ensure District compliance with Education Code requirements.

Policy 1445: Response To Immigration Enforcement

Original Adopted Date: NEW | Last Reviewed Date: NEW
Status: Board Adopted 02/05/2026

The Governing Board is committed to the success of all students and to providing a safe and welcoming place for students, their families, and staff irrespective of their citizenship or immigration status.

Unless required by state or federal law, required to administer a state or federally supported educational program, or presented with a valid judicial subpoena, judicial warrant, or court order, district staff shall not do any of the following:

1. Solicit or collect information or documents regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
2. Seek or require information or documents, to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
3. To the extent practicable, disclose or provide in writing, verbally, or in any other manner to an officer or employee of an agency conducting immigration enforcement:
 - a. The education records of or any information about a student or a student's family or household such as personal information as defined in Civil Code 1798.3, information about a student's home, or information about a student's travel schedule without parent/guardian written consent (Education Code 234.7)
 - b. The personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information (Education Code 234.7; Government Code 7285.2)
4. Grant permission to an officer or employee of an agency conducting immigration enforcement to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring (Education Code 234.7; Government Code 7285.1)

However, district staff shall not obstruct, interfere with, or otherwise impede an officer or employee of an agency conducting immigration enforcement who nonetheless enters district-provided transportation, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

The Superintendent or designee shall report to the Board in a timely manner any requests by an officer or employee of an agency conducting immigration enforcement for any of the following: (Education Code 234.7)

1. Education records of or any information about a student or a student's family or household

2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Such reports shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/ Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall provide parents/guardians with information and notifications as specified in Education Code 234.7, including information regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement.

The Superintendent or designee shall develop procedures for, and may provide training to staff on, interactions with an officer or employee of an agency conducting immigration enforcement, including a request for any of the following:

1. Education records of or any information about a student or a student's family or household
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Complaints alleging discrimination, harassment, intimidation, and bullying based on actual or perceived immigration status shall be filed in accordance with Board Policy/ Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall provide to the California Department of Education, upon request and in the manner requested, copies of this policy, any associated administrative regulation, and any other Board policies and administrative regulations required by Education Code 234.7.

Regulation 1445: Response To Immigration Enforcement

Original Adopted Date: NEW | Last Reviewed Date: NEW

Status: Board Adopted 02/05/2026

Responding to Requests for Information or Documents

Upon receiving any request by an officer or employee of an agency conducting immigration enforcement for information about a student, a student's family or household, or a district employee as described in the accompanying Board policy, district staff shall deny the request, to the extent practicable, unless any of the following apply: (Education Code 234.7; 34 CFR 99.30, 34 CFR 99.31)

1. The request is for student directory information

District staff shall respond to the request in accordance with Board Policy/Administrative Regulation 5125.1 - Release of Directory Information.

2. The district is required to release the records or information by state or federal law, in order to administer a state or federally supported educational program, or due to a valid judicial subpoena, judicial warrant, or court order
3. For records or information about a student or a student's family or household, the parent/guardian has provided written consent unless prohibited by a valid judicial subpoena, judicial warrant, or court order, or in cases involving investigation of child abuse, neglect, or dependency or, if the student is at least 18 years age, the student has provided written consent

Such written consent shall include all of the following: (34 CFR 99.30)

- a. The signature and signature date of the parent/guardian, or student if the student is at least 18 years of age
 - b. A description of the records to be disclosed
 - c. The reason for the release of information
 - d. The parties or class of parties receiving the information
 - e. A copy of the records to be released, if requested by the parent/guardian or student
4. For records or information about a district employee, the employee has provided written consent and the district's human resource department or equivalent has been consulted

Such written consent shall include all of the following:

- a. The signature and signature date of the employee
- b. A description of the records to be disclosed

- c. The reason for the release of information
- d. The parties or class of parties receiving the information
- e. A copy of the records to be released, if requested by the employee

Regardless of whether the district discloses the requested records or information, district staff shall do all of the following when such a request has been received:

1. Make a copy of the request and notify the Superintendent or designee
2. For requests regarding student information, provide the student's parent/guardian, or the student, if the student is at least 18 years of age, with notice, a description of the request, and any documentation provided to the district describing the request, unless prohibited by a valid judicial subpoena, judicial warrant, or court order, or in cases involving investigation of child abuse, neglect, or dependency
3. For requests regarding district employee information, provide the employee with notice, a description of the request, and any documentation provided to the district describing the request, unless prohibited by a valid judicial subpoena, judicial warrant, or court order

In accordance with law and Board Policy 5125 - Student Records, the Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a valid judicial subpoena, judicial warrant or court order.

Responding to Requests for Access to Students or for Access to District-Provided Transportation, Nonpublic Area of District Property or Facility, or Nonpublic Area in which District-Sponsored Activity is Occurring

If an officer or employee of an agency conducting immigration enforcement requests access to a student, such as for purposes of interviewing, searching, or detaining the student, or permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring, district staff shall take the following actions:

1. Advise the officer or employee that before district staff can respond to the request, they must first receive notification and direction from the Superintendent, principal, or designee
2. Request to see and record or otherwise document the officer's or employee's valid identification, including the officer's or employee's name and, if applicable, badge number, the phone number of the officer's or employee's supervisor
3. Request that the officer or employee produce any documentation that authorizes the officer's or employee's request, make copies of all such documentation, and retain at least one copy for district records
4. Contact and consult with the district's legal counsel or Superintendent or designee
5. Follow the direction from the district's legal counsel or Superintendent or designee

For a request to access a student, the district shall deny the request unless any of the following apply: (Education Code 234.7)

1. The officer or employee provides a valid judicial warrant or court order
2. District staff receives parent/guardian consent or, if the student is at least 18 years of age, the student's consent, unless the officer or employee presents a valid judicial warrant or court order that authorizes and directs the district to give such permission without parent/guardian consent or, if the student is at least 18 years of age, the student's consent

Regardless of whether the officer or employee is given access to the student, the student's parent/guardian shall be immediately notified, unless prohibited by a valid judicial warrant or court order, or in cases involving investigations of child abuse, neglect, or dependency. (Education Code 48906)

Additionally, district staff shall notify the Superintendent or designee as early as possible of any request by an officer or employee of an agency conducting immigration enforcement for access to a student. (Education Code 234.7)

For a request for permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring, the district shall deny the request unless any of the following apply: (Education 234.7)

1. The officer or employee provides a valid judicial warrant or court order
2. Permission is required to be granted by state or federal law or in order to administer a state or federally supported educational program
3. The officer or employee is a sworn law enforcement officer, declares that exigent circumstances exist, and demands immediate access

In this situation, district staff shall comply with the officer's or employee's orders and immediately contact the Superintendent or designee and then the district's legal counsel.

An officer or employee of an agency conducting immigration enforcement who, pursuant to this administrative regulation, is granted permission to enter district property or facilities which are not open to all visitors shall first register in accordance with Board Policy 1250 - Visitors/Outsiders, except in cases where the officer or employee is a sworn law enforcement officer and states that exigent circumstances exist. (Penal Code 627.2, 627.3)

The Superintendent or designee shall email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a student or a school site for immigration enforcement purposes.

Responding to Immigration Enforcement Activity on District Property

When any officer or employee of an agency conducting immigration enforcement is actually or imminently present on district property, district staff shall notify staff working at the property and, if the district property is a school, the parents/guardians of students at the school in accordance with Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan.

District staff shall report the presence of any officer or employee of an agency conducting immigration enforcement on district property to district police and other appropriate administrators.

District staff shall not obstruct, interfere with, or otherwise impede, or attempt to obstruct, interfere with, or otherwise impede, any officer or employee of an agency conducting immigration enforcement, even if the officer or employee appears to be acting outside the law or in excess of the stated or documented authorization. If such an officer or employee enters the premises without consent, district staff shall document their actions but only to the extent that documentation does not impede their actions and shall, at all times, obey any direction from such officers or employees.

After all officers and employees of an agency conducting immigration enforcement leave, each district staff member who observed or interacted with them shall promptly provide the following to the district's legal counsel or other district official designated by the Superintendent:

1. Copies of any information and documents collected from the officers or employees such as valid identification, name, badge number, phone number of the officer's or employee's supervisor, and documentation that authorizes the officer's or employee's request
2. The identity of all other district staff known to have communicated with the officers or employee
3. A description of all requests and activities by the officers and employees
4. The type of documentation, such as a warrant or subpoena, that authorized the officer's or employee's request or actions
5. District staff's response to the officer's or employee's request
6. Written notes of any other actions taken by and any other interactions with any officer or employee

Responding to the Detention or Deportation of Student's Parent/Guardian

The Superintendent or designee shall encourage parents/guardians to update their emergency contact information as needed at any time. The Superintendent or designee shall notify parents/guardians that the district will only use information provided on the emergency cards in response to specific emergency situations and not for any other purpose. (Education Code 234.7)

Additionally, the Superintendent or designee may encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a student's parent/guardian is detained or deported.

In the event that a student's parent/guardian is detained or deported, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in

the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit. (Education Code 234.7)

In an instance where a student's parent/guardian was detained or deported, the Superintendent or designee shall notify the student, as well as the individuals designated in the student's emergency contact information and any individual who presented a caregiver's authorization affidavit on behalf of the student, that the student continues to meet the residency requirements for attendance in the district if the student and the student's parent/guardian who was detained or deported satisfy the conditions as specified in Education Code 48204.4.

The Superintendent or designee may refer a student or the student's family members to other resources for assistance, including, but not limited to, an U.S. Immigrant and Customs Enforcement detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

Agenda Item: F12

Subject: Board Policy and Administrative Regulation 5117 – Interdistrict Attendance Agreements and Permits

Action: Discussion – First Reading

Background

Board Policy and Administrative Regulation 5117, *Interdistrict Attendance Agreements and Permits*, were last approved by the Governing Board on **March 14, 2013**. Since that time, statutory requirements and local practices related to interdistrict attendance have evolved, and the District has identified the need for greater clarity and specificity in its governing documents.

Summary of Proposed Updates

The proposed revisions to **BP 5117** and **AR 5117** are intended to modernize the District's interdistrict attendance framework and align it more closely with current law and operational practice. Key updates include, but are not limited to:

- Clarifying procedures and timelines for requesting, approving, denying, and appealing interdistrict attendance permits
- Defining standards for renewal, revocation, and rescission of permits
- Incorporating statutory requirements related to bullying victims, children of active-duty military families, and instruction collaboration agreements
- Clarifying transportation limitations and responsibilities related to interdistrict attendance
- Establishing grade-level capacity parameters to ensure space for resident students

The accompanying Administrative Regulation provides detailed procedures to support consistent implementation of the policy

F12a Twin Hills DRAFT Policy 51...

F12b Twin Hills DRAFT Regulatio...

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Next Steps

This item is presented for **first reading and discussion**. Following Board input, the policy and regulation will return for **second reading and adoption** at a subsequent meeting.

Attachments

- F12a – Draft Board Policy 5117: Interdistrict Attendance
- F12b – Draft Administrative Regulation 5117: Interdistrict Attendance

Policy 5117: Interdistrict Attendance

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district. Student transfers into and out of the district shall be in accordance with law and as specified in this policy and accompanying administrative regulation.

Interdistrict Attendance Agreements and Permits

The district may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of either district. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. Additionally, it may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

When the request of a student seeking to transfer out of the district, or an individual permit verifying another district's approval for its student to transfer into the district, is received, the Superintendent or designee shall review, and approve or deny the request or permit based on the terms and conditions of the interdistrict attendance agreement.

Instruction Collaboration Agreements

The district may, with Board approval, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school for the district to offer the same or similar courses and coursework to students from another school district, county office of education, or charter school who have been impacted by any of the following: (Education Code 48345)

1. Disruptions or cancellations in science, technology, engineering, and mathematics (STEM) classes
2. Disruptions or cancellations in dual language immersion programs
3. Teacher shortages in STEM classes or dual language immersion programs

Prior to accepting students for classes for any of the reasons specified in Items #1-3 above, the Superintendent or designee shall, with Board approval, determine the maximum number of students that the district can accept for these purposes. The district shall accept students who apply until the district is at maximum capacity.

Students shall be transferred to this program through an unbiased process that prohibits an inquiry into, or evaluation or consideration of, whether a student should be authorized to participate in the course or coursework based upon the student's current academic or athletic performance, proficiency in English, physical condition, any of the individual characteristics specified in Education Code 200, or family income. If the number of applicants exceeds the number of seats available, the approval for participation shall be determined by a random public drawing at a regularly scheduled Board meeting. (Education Code 48345)

The Superintendent or designee shall publicly post information, including, but not limited to, applicable forms and timelines for submission pursuant to the ICA, to ensure that students and their families are aware of the opportunities to participate. (Education Code 48345)

When negotiating the ICA, the Superintendent or designee shall collaborate with the other participating local educational agencies to agree upon an appropriate shared cost structure. (Education Code 48345)

Transportation

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

Additionally, upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for any interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends, if space is available.

Interdistrict transfer students may not be transported outside of District boundaries unless required by law.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

CA Constitution Article 1, Section 31	<u>Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin</u>
Ed. Code 200	Educational equity
Ed. Code 41020	<u>Requirement for annual audit</u>
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48204	<u>Residency requirements for school attendance</u>
Ed. Code 48300-48317	<u>Student attendance alternatives; school district of choice program</u>
Ed. Code 48900	<u>Grounds for suspension or expulsion</u>
Ed. Code 48915	<u>Expulsion; particular circumstances</u>
Ed. Code 48915.1	<u>Expelled individuals; enrollment in another district</u>
Ed. Code 48918	<u>Rules governing expulsion procedures</u>
Ed. Code 48980	<u>Parent/Guardian notifications</u>
Ed. Code 48985	<u>Notices to parents/guardians in language other than English</u>
Ed. Code 52317	<u>Regional Occupational Center/Program; enrollment of students; interdistrict attendance</u>
Ed. Code 8151	<u>Apprentices; exemption from interdistrict attendance agreement</u>
Management Resources	Description
Attorney General Opinion	<u>84 Ops.Cal.Atty.Gen. 198 (2001)</u>
Attorney General Opinion	<u>87 Ops.Cal.Atty.Gen. 132 (2004)</u>
Court Decision	<u>Walnut Valley Unified School District v. the Superior Court of Los Angeles County (2011) 192 Cal.App.4th 234</u>
Court Decision	<u>Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Education</u>
Website	<u>CSBA</u>

Cross References

Code	Description
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
3540	<u>Transportation</u>
3541	<u>Transportation Routes And Services</u>
3553	<u>Free And Reduced Price Meals</u>
3553	<u>Free And Reduced Price Meals</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>
5111	<u>Admission</u>
5111	<u>Admission</u>
5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5112.2	<u>Exclusions From Attendance</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.12	<u>District School Attendance Review Board</u>
5113.12	<u>District School Attendance Review Board</u>
5116	<u>School Attendance Boundaries</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5116.1	<u>Intradistrict Open Enrollment</u>

5119	<u>Students Expelled From Other Districts</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
7160	<u>Charter School Facilities</u>
7160	<u>Charter School Facilities</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>

1039-1/9206527.1

1039-1/9206527.1

**Regulation 5117: Interdistrict Attendance
Interdistrict Attendance Agreements and Permits**

Original Adopted Date: NEW | **Last Reviewed Date:** NEW

Status: Originally Adopted

Procedure

All interdistrict attendance requests must originate with the district of residence. Parent(s)/guardian(s) wishing to request their child be transferred from their district of residence to the Twin Hills Union School District (“District”) must complete the “Sonoma County Interdistrict Transfer Agreement” and submit it to their district of residence. This form may be obtained from the resident district’s administrative office.

When approved by their district of residence, the district of residence must forward the request to the District.

The Board authorizes the Superintendent or designee to grant or deny interdistrict attendance requests for up to five school years pursuant to the rules in this Regulation. The Superintendent or designee may make exceptions to this general policy for any lawful reason.

If the request is approved, the parent(s)/guardian(s) may proceed to the assigned school site and register.

The Superintendent or designee may revoke/rescind the interdistrict permit for any lawful reason. Interdistrict permits will remain in force only if the student meets attendance, behavior, and academic requirements of the District.

In accordance with an agreement between the district and another district, a permit authorizing a student of either district to enroll in the other district may be issued upon approval of both districts.

The District shall post on its website the procedures and timelines for requesting an interdistrict transfer permit, including a link to Board Policy 5117 - Interdistrict Attendance and Administrative Regulation 5117 – Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)

1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year
2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence
3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision
4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request
5. Applicable timelines for processing a request, including the following statements:
 - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received
 - b. For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought
6. The conditions under which an existing interdistrict transfer permit may be revoked or rescinded

Reasons to Grant or Deny

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. To meet the child care needs of the student, only as long as the student's child care provider remains within district boundaries
2. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel
3. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance
4. To allow the student to complete a school year when the student's parents/guardians have moved out of the district during that year

5. To allow the student to remain with a class graduating that year from an elementary or middle school
6. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the school year in the district
7. When the student will be living out of the district for one year or less
8. When recommended by the school attendance review board, or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence
9. When there is valid interest in a particular educational program not offered in the district of residence
10. To provide a change in school environment for reasons of personal and social adjustment

Priority for interdistrict attendance shall be given to a student who has been determined, through an investigation by either the district of residence or district of proposed enrollment, to be a victim of an act of bullying, as defined in Education Code 48900(r), committed by a student of the district of residence. (Education Code 46600)

Until the district is at maximum capacity, the district shall accept any student whose interdistrict transfer application is based on being the victim of an act of bullying or a child of an active duty military parent/guardian. The district shall ensure that such students are transferred through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether a student should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Education Code 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due any lawful reason, to include:

1. Limited district resources
2. Overcrowding of school facilities at the relevant grade level
3. Capacity of special education programs
4. Other considerations that are not arbitrary.

However, once a student is transferred, the district shall not deny continued attendance because of overcrowded facilities at the relevant grade level.

The District sets capacities to ensure it has space for resident students who might transfer in mid-year. These capacities are not reflective of overall class size capacities that are negotiated in any bargaining agreement. Capacities per class per school site are as follows:

- General Education Transitional Kindergarten: 18 students
- General Education Kindergarten: 22 students
- General Education Grades One to Three: 22 students
- General Education Grades Four through Eight: 26 students
- Resource/Education Specialist Program: 18:1 (caseload per certificated staff)
- Speech and Language Instruction: 25:1 (caseload per certificated staff)
- Occupational Therapy: 25:1 (caseload per certificated staff)

The Superintendent or designee shall deny interdistrict permits to any student who requires an educational program that the District does not operate.

If the transfer request is for the current school year, the Superintendent or designee shall notify the parent(s)/guardian(s) of the final decision within 30 calendar days of receiving the request. If the transfer request is for a future school year, the Superintendent or designee shall notify the parent(s)/guardian(s) of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)

If a student's interdistrict transfer request is denied, the Superintendent or designee shall, in writing, notify the parents/guardians of their right to appeal to the County Board of Education within 30 calendar days from the date of the final denial. (Education Code 46600.2)

All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)

Pending a decision by the two districts or by the County Board on appeal, the Superintendent or designee may provisionally transfer a student who resides in another district for a period not to exceed two school months, provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally transferred. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Revoking/Rescinding an Interdistrict Permit

Interdistrict attendance permits may be revoked at any time during the school year for any of the following reasons:

1. A student disrupts the learning environment, which may include disciplinary incidents as defined in Education Code section 48900 *et seq.*
2. A student has excessive absences, defined as 5 unexcused absences, 5 unexcused tardies over 30 minutes, or 10 unexcused tardies under 30 minutes in a single school year, or any combination of these at the discretion of the Superintendent or designee
3. Violation of school or District rules and/or procedures
4. The conditions of eligibility under which the permit was originally granted do not remain in effect
5. A parent/guardian made false statements or misrepresentations in applying for or maintaining enrollment in the District
6. A student demonstrates insufficient scholastic progress
7. A parent/guardian has failed to submit a request for interdistrict attendance for renewal, per the terms of an existing interdistrict attendance agreement
8. A parent/guardian has demonstrated a pattern of behavior in violation of Board Policy 1313 - Civility

Transfers Out of the District

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

If the district is unable to provide an intradistrict transfer to a student who is a victim of an act of bullying, as defined in Education Code 46600, the district shall not prohibit the student from transferring out of the district if the district of proposed enrollment approves the application for transfer. (Education Code 46600)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance
2. The County Superintendent of Schools has given the district a qualified or negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice
3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
 - a. A court-ordered desegregation plan
 - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
 - c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 31	<u>Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin</u>
Ed. Code 200	Educational equity
Ed. Code 41020	<u>Requirement for annual audit</u>

Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48300-48317	Student attendance alternatives; school district of choice program
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48915.1	Expelled individuals; enrollment in another district
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents/guardians in language other than English
Ed. Code 52317	Regional Occupational Center/Program; enrollment of students; interdistrict attendance
Ed. Code 8151	Apprentices; exemption from interdistrict attendance agreement

Management Resources

Attorney General Opinion

Attorney General Opinion

Court Decision

Court Decision

Website

Website

Website

Description

[84 Ops.Cal.Atty.Gen. 198 \(2001\)](#)

[87 Ops.Cal.Atty.Gen. 132 \(2004\)](#)

[Walnut Valley Unified School District v. the Superior Court of Los Angeles County \(2011\) 192 Cal.App.4th 234](#)

[Crawford v. Huntington Beach Union High School District \(2002\) 98 Cal.App.4th 1275](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[CSBA](#)

Cross References

Code

1312.3

1312.3

Description

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
3460	<u>Financial Reports And Accountability</u>
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3553	<u>Free And Reduced Price Meals</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>
5111	<u>Admission</u>
5111	<u>Admission</u>
5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5112.2	<u>Exclusions From Attendance</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.12	<u>District School Attendance Review Board</u>
5113.12	<u>District School Attendance Review Board</u>
5116	<u>School Attendance Boundaries</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5119	<u>Students Expelled From Other Districts</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>

5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
7160	<u>Charter School Facilities</u>
7160	<u>Charter School Facilities</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>

**Twin Hills School District
Interdistrict Attendance**

BP 5117

The Governing Board recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district.

Interdistrict Attendance Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

Transportation

The district shall not provide transportation beyond any school attendance area. The Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available.

Limits on Student Transfers Out of the District to a School District of Choice

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

Revocations

Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)

The Board reserves the right to revoke any interdistrict attendance agreement because of

excessive truancy, continual disruption of the educational program, or for students not meeting accepted standards of behavior per the student conduct manual, or failure to attempt school work as directed by teachers.

The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)

Legal Reference:

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

CSBA PUBLICATIONS

Transfer Law Comparison, Fact Sheet, March 2011

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Approved March 14, 2013

Interdistrict Attendance Permits

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)
2. To meet the child care needs of the student. Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a child care provider within district boundaries.
4. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.
5. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.
6. To allow the student to remain with a class graduating that year from an elementary school.
8. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.
9. When the student will be living out of the district for one year or less.
11. When there is valid interest in a particular educational program not offered in the district of residence.

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

The Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled unless the district of residence requires an annual reapplication. In addition the student and parents must follow the guidelines specified in the Parent Agreement. (Education Code 46600)

Revocations

Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)

The Board reserves the right to revoke any interdistrict attendance agreement because of excessive truancy, continual disruption of the educational program, or for students not meeting accepted standards of behavior per the student conduct manual, or failure to attempt school work as directed by teachers.

Twin Hills Union School District

Job Description

DISTRICT OFFICE CLERK – FINANCIAL & SUPERINTENDENT SUPPORT

This is a 12-month position up to 40 hours per week. The District Office Clerk – Fiscal & Superintendent Support works under the general supervision of the Superintendent and Chief Business Official as part of a small, collaborative District Office team. This position provides fiscal, administrative, and operational support essential to the day-to-day functioning of the District Office and serves as a primary point of contact for staff, families, vendors, and the public. This position requires fingerprint clearance, prior educational employment verification and TB clearance.

REQUIRED QUALIFICATIONS.

➤ **Education and Experience:**

- High school diploma or equivalent.
- Two (2) years of clerical, fiscal, or administrative support experience; school district experience preferred.
- Knowledge of accounts payable practices and general office procedures.
- Valid California driver license and evidence of automobile insurance.

➤ **Qualifications:**

- Proficiency in word processing, spreadsheet, and database applications, including preparation, formatting, and maintenance of documents and reports.
- Demonstrated ability to use computer platforms and office productivity tools, such as Google Workspace (Docs, Sheets, Drive, Gmail, Calendar) and/or Microsoft Office (Word, Excel, Outlook).
- Exhibits a high degree of accuracy, attention to detail, and pride in the quality of work performed, along with personal honesty and integrity.
- Ability to prepare clear, accurate written correspondence and communicate effectively in spoken English with staff, families, and the public.

➤ **Ability to:**

- Ability to learn and use district financial, student information, and records management systems.
- Strong organizational skills, attention to detail, and ability to manage multiple priorities and deadlines.
- Effective written and verbal communication skills.
- Ability to maintain confidentiality, exercise sound judgment, and work independently in a small, collaborative office environment.
- Ability to learn and utilize County fiscal platforms (i.e. Frontline ERP).
- Establish and maintain effective working relationships with staff, district personnel, and other agencies and the public.
- Gather data, compile, organize and write coherent, comprehensive, and timely reports.
- Meet the mental, emotional and physical demands of the position.
- Learn, interpret, and successfully apply policies, procedures, rules and regulations.

➤ **ADA Requirement:**

- Meet the physical requirements necessary to safely and effectively perform assigned duties, including lifting forty (40) pounds and carry up to 25 feet when needed and in excess of forty (40) pounds with assistance.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

(Duties listed are representative and not exhaustive.)

Accounts Payable & Fiscal Support

- Serve as the District's sole accounts payable clerk, responsible for end-to-end processing of accounts payable transactions.
- Process and pay District bills, invoices, reimbursements, and warrants in accordance with District procedures, Board approvals, and applicable laws.
- Prepare, review, and enter purchase orders; verify required approvals, documentation, and correct account coding.
- Establish and maintain vendor records, including W-9 forms and related documentation.
- Communicate with vendors regarding invoices, discrepancies, payment status, and compliance requirements.
- Coordinate with the County Office of Education on warrants, deposits, and fiscal reporting.
- Maintain accurate, organized electronic and paper fiscal records in accordance with audit and retention requirements.
- Respond to staff inquiries regarding fiscal procedures, purchasing, and payments.
- Maintain records related to ISA services and associated fiscal documentation.

District Compliance, Permits & Records

- Monitor, track, and post required District permits and compliance records, including but not limited to:
 - Annual drinking water testing records and notifications
 - Wheelchair lift permits and related inspections
- Coordinate required notifications, postings, and renewals in accordance with regulatory timelines.
- Communicate with vendors, agencies, and service providers regarding permits, inspections, and compliance documentation.
- Maintain organized records of permits and compliance materials for audit and regulatory review.

District Office Operations & Customer Service

- Serve as District Office receptionist; greet visitors and respond to phone, email, and in-person inquiries.
- Distribute and coordinate districtwide mail and deliveries.

- Provide professional, courteous customer service to staff, families, vendors, and the public.
- Order office supplies; monitor inventories and service contracts.
- Assist with the processing of facilities use requests and insurance certificates.
- Support records management, filing, and document organization.

Superintendent’s Office & Administrative Support

- Provide administrative and operational support to the Office of the Superintendent.
- Assist with preparation, assembly, and distribution of Board agendas and related materials.
- Support District projects, compliance activities, and special initiatives.
- Handle confidential and sensitive information with discretion and professionalism.
- Work collaboratively with District Office staff to support efficient daily operations in a small-district environment.

PAY SCALE - CLASSIFIED:

Range D-E - District Classified Salary Schedule

Health, dental and vision benefits are available based on percentage of time worked (minimum of 30 hours per week). This position is subject to CalPERS and includes paid sick leave plus holidays and vacation.

Essential Job Functions

(Constantly = over 2/3 time, Frequently = 1/3 – 2/3 time, Occasionally = under 1/3 time, seldom = under 7% time)

Physical

- **Standing/walking:** Frequently, throughout work shift while performing work duties.
- **Sitting:** Frequently, while performing work duties.
- **Lift/Carry:** Frequently, 1-25 pounds; equipment, binders, files, paperwork. For lifting over 40 pounds, assistance is available.
- **Bending/twisting:** Occasionally, at knees/waist/neck throughout work shift.
- **Push/pull:** Occasionally, using both hands and arms exerting a force of 5-20 pounds while assisting administrators, teachers and students, moving manuals/paperwork, opening drawers and doors, etc.
- **Climbing/balancing:** Rarely, using stairs from lower classrooms/offices to upper classrooms.
- **Kneeling/crouching/crawling:** Occasionally, may be required while assisting technical activities or may occur while working on technical equipment.
- **Hands/arms:** Constantly, consistent use of both in reaching/handling/grasping/fingering/gripping while performing a variety of physical and administrative duties. Overhead reaching is required.
- **Sight/hearing/speech:** Constantly, to provide assistance to administrators, students and teachers. Assignment may require hand/eye coordination, depth perception and peripheral vision.

Mental

- Must possess necessary written and oral communication skills to complete assignments. Must be able to read, write, speak and teach English. Must possess interpersonal skills to work harmoniously with a wide variety of students, parents and staff. Must be able to adapt to work pressures that may include frequent interruptions and multiple tasks.
- Must be able to work independently and exercise creative problem-solving ability.
- Must be able to provide supervisory skills to provide guidance and appropriate behavioral corrections to assigned students.

Work Conditions

- **Location:** Work is performed 95% within the school office setting, 5% in an outdoor setting, walking on campus.
- **Hazards:** Trip hazards and slippery surfaces.
- **Equipment used:** General office equipment; copier, computer, 10-key, phones
- **Safety equipment:** None required.

HIRING PROCESS:

Mandatory Information to be submitted:

- Completed and signed district application on EDJOIN
- Three recent letters of recommendation which support your application for the vacant position
- Current resume
- Letter of introduction explaining why you are qualified for this position and including information that will help the screening committee get to “know” you during the paper screening process

➤ **Selection Process:**

- Applications will be reviewed and rated by a screening committee
- Persons selected for an interview will be contacted by phone or email
- Position Open until filled

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

TWIN HILLS UNION SCHOOL DISTRICT
 Consent Calendar: Acceptance of Donations
 JANUARY 1 THROUGH JANUARY 31, 2026

Date Received	Donor	Amount	Purpose
District 53, Fund 01: Apple Blossom Elementary School /General District			
01/27/26	THAB Educational Foundation	\$2,000.00	Garden and Music Programs
<u>Total</u>		<u>\$2,000.00</u>	
District 53, Fund 03: Twin Hills Charter Middle School			
01/27/26	THAB Educational Foundation	\$8,500.00	Culinary Arts Program
<u>Total</u>		<u>\$8,500.00</u>	
District 53, Fund 09: Orchard View Charter School			
<u>Total</u>		<u>\$0.00</u>	
District 53, Fund 12: Apple Blossom After School Program			
<u>Total</u>		<u>\$0.00</u>	
District 21, Fund 09: SunRidge Charter School			
01/01-31/26	Various Families	\$15,570.00	Pledges/specialty pgm 2025-26
<u>Total</u>		<u>\$15,570.00</u>	

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 February 5, 2026 board meeting.

Checks Dated 01/01/2026 through 01/31/2026			Board Meeting Date February 5, 2026
Check Number	Check Date	Pay to the Order of	Check Amount
2136828	01/07/2026	ACSA	1,690.56
2136829	01/07/2026	ACSA	1,050.00
2136830	01/07/2026	BMO Bank N.A.	3,941.17
2136831	01/07/2026	Conger, Diane	1,505.00
2136832	01/07/2026	State Of California	125.00
2136833	01/07/2026	State Of California	125.00
2136834	01/07/2026	Kyocera Document Solutions Northern CA	3,384.07
2136835	01/07/2026	PresenceLearning, Inc.	400.00
2136836	01/07/2026	Primo Brands	77.01
2136837	01/07/2026	Benchmark Home Elevator Inc.	700.00
2136838	01/07/2026	Brady Industries, LLC	18.73
2136839	01/07/2026	Forslund, Tim	34.49
2136840	01/07/2026	T-Mobile	160.00
2136841	01/07/2026	T-Mobile	89.52
2136842	01/07/2026	Kyo Autism Therapy, LLC	1,309.50
2136843	01/07/2026	Mobile Modular Mgmt Corp.	2,141.19
2136844	01/07/2026	ODP Business Solutions, LLC	462.72
2136845	01/07/2026	3Chords Inc. dba ESES	234.00
2136846	01/07/2026	Scarola, Russell	183.41
2136847	01/07/2026	Sebastopol Hardware Center	199.91
2136848	01/07/2026	Sill, Kathy	128.79
2136849	01/07/2026	ROOTS Solutions, LLC	1,575.00
2136850	01/07/2026	Szmidt-Yaconelli, Ondrejka	154.23
2136851	01/07/2026	Santa Rosa Window Tint	4,800.00
2137859	01/09/2026	Revolution Foods PBC	25,225.74
2137860	01/09/2026	Kyocera Document Solutions-CA	295.94
2137861	01/09/2026	Kyocera Document Solutions Northern CA , Inc.	262.21
2137862	01/09/2026	Kyocera Document Solutions Northern CA	632.01
2137863	01/09/2026	Recology Sonoma Marin	1,060.92
2137864	01/09/2026	Recology Sonoma Marin	532.90
2137865	01/09/2026	Mountain Fresh Spring Water	43.75
2137866	01/09/2026	Mountain Fresh Spring Water	61.25
2137867	01/09/2026	Mountain Fresh Spring Water	21.75
2137868	01/09/2026	Greene, Janet	1,350.00
2137869	01/09/2026	Harding, Jeff	58.61
2137870	01/09/2026	Kyo Autism Therapy, LLC	1,557.00
2137871	01/09/2026	Myhers, Catherine	2,843.75
2137872	01/09/2026	National Academy of Athletics	5,524.50
2137873	01/09/2026	Pacific Gas & Electric	5,858.24
2137874	01/09/2026	Pellini, Jennifer	528.85
2137875	01/09/2026	Terminix Processing Center	89.00
2137876	01/09/2026	Rising Phoenix Psych Ed Svcs	11,760.00
2137877	01/09/2026	Mora Diaz, Efigenio	980.00
2139390	01/16/2026	Amplify Education, Inc.	3,635.94
2139391	01/16/2026	ATT	377.31
2139392	01/16/2026	ATT	30.76
2139393	01/16/2026	ATT	128.10
2139394	01/16/2026	ATT	187.75
2139395	01/16/2026	ATT	31.88

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 01/01/2026 through 01/31/2026

Board Meeting Date: 01/31/2026

Check Number	Check Date	Pay to the Order of	Check Amount
2139396	01/16/2026	ATT	31.88
2139397	01/16/2026	Nadler, Bodhi	80.00
2139398	01/16/2026	Department Of Justice	145.00
2139399	01/16/2026	Shura, Samantha	3,815.33
2139400	01/16/2026	SWRCB Accounting Office	1,504.00
2139401	01/16/2026	SWRCB Accounting Office	1,504.00
2139402	01/16/2026	Employment Development Dept.	984.24
2139403	01/16/2026	Friedman's Home Improvement	601.88
2139404	01/16/2026	Hatley, Erin	30.00
2139405	01/16/2026	K-Log Inc.	5,682.05
2139406	01/16/2026	Anova Education & Behavior Consultation, Inc.	4,793.40
2139407	01/16/2026	ODP Business Solutions, LLC	213.12
2139408	01/16/2026	Pellini, Jennifer	172.82
2139409	01/16/2026	Terminix Processing Center	90.02
2139410	01/16/2026	CTR for Effective Philanthropy	683.00
2139411	01/16/2026	Vermeulen, Morgan	192.99
2139412	01/16/2026	Weeks Drilling & Pump Co.	1,100.00
2139413	01/16/2026	Whitestine, Shawna	393.41
2140455	01/23/2026	Apple Blossom Student Body	13,189.45
2140456	01/23/2026	BMO Bank N.A.	1,658.23
2140457	01/23/2026	Checkmate Academy Group LLC	450.00
2140458	01/23/2026	Cirimele, Terri	22.26
2140459	01/23/2026	Kyocera Document Solutions Northern CA , Inc.	635.84
2140460	01/23/2026	Flyers Energy LLC	196.94
2140461	01/23/2026	Forslund, Tim	15.00
2140462	01/23/2026	Galbraith, Sunshine	141.84
2140463	01/23/2026	Hagan-Schmitz, Andrea	228.60
2140464	01/23/2026	Fagen Friedman & Fulfroost LLP	41.50
2140465	01/23/2026	School & College Legal Services of Calif.	200.00
2140466	01/23/2026	ODP Business Solutions, LLC	1,054.44
2140467	01/23/2026	Pellini, Jennifer	585.78
2140468	01/23/2026	Terminix Processing Center	100.00
2140469	01/23/2026	Scarola, Russell	93.69
2140470	01/23/2026	Securitas Technology Corp	858.91
2140471	01/23/2026	Securitas Technology Corp	221.22
2140472	01/23/2026	Securitas Technology Corp	930.12
2140473	01/23/2026	Shura, Victoria	35.00
2140474	01/23/2026	Thomson Reuters - West	168.24
2140475	01/23/2026	THTR Productions LLC	4,000.00
2140476	01/23/2026	Turner, Elise	25.44
2140477	01/23/2026	Zago, Caroline	184.69
2141086	01/28/2026	LunchAssist, Inc.	495.00
2141087	01/28/2026	PresenceLearning, Inc.	200.00
2141088	01/28/2026	Alpha Analytical Laboratories	140.00
2141089	01/28/2026	Mountain Fresh Spring Water	43.75
2141090	01/28/2026	Mountain Fresh Spring Water	78.75
2141091	01/28/2026	Mountain Fresh Spring Water	21.75
2141092	01/28/2026	Elsbree, Davida	155.27
2141093	01/28/2026	Flinn Scientific Inc.	405.04

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.



Page 2 of 3


Checks Dated 01/01/2026 through 01/31/2026 **Board Meeting Date February 5, 2026**

Check Number	Check Date	Pay to the Order of	Check Amount
2141094	01/28/2026	Humphrey, Ann	458.84
2141095	01/28/2026	Learning Without Tears	1,460.12
2141096	01/28/2026	ODP Business Solutions, LLC	126.25
Total Number of Checks			101
			138,206.56

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	56	82,438.83
03	Charter School: Twin Hills	31	18,844.10
09	Charter School Fund: Orchrdr Vw	21	5,097.70
12	Child Development Fund	8	1,715.02
13	Cafeteria Fund	2	25,310.91
14	Deferred Maintenance Fund	1	4,800.00
Total Number of Checks		101	138,206.56
Less Unpaid Tax Liability			.00
Net (Check Amount)			138,206.56

<i>Total Expenditures January 2026</i>	
Total Vendor Warrants, January 31, 2026	\$ 138,206.56
Payroll: January 10, 2026 Supplemental	20,460.06
Payroll: January 31, 2026 Regular	647,479.78
Total PR & Expenditures	\$ 806,146.40

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

Checks Dated 01/01/2026 through 01/31/2026			Board Meeting Date February 5, 2026
Check Number	Check Date	Pay to the Order of	Check Amount
2136462	01/07/2026	BMO Bank N.A.	114.26
2136463	01/07/2026	Kyocera Document Solutions Northern CA	655.46
2136464	01/07/2026	Husar, Emily	22.58
2136465	01/07/2026	ODP Business Solutions, LLC	511.45
2136466	01/07/2026	PG&E	2,655.20
2136467	01/07/2026	Rodriguez, Ana	57.29
2136468	01/07/2026	Sebastopol Hardware Center	187.75
2136469	01/07/2026	Sonoma County Family YMCA	9,900.00
2136470	01/07/2026	Santa Rosa Window Tint	7,888.00
2137635	01/09/2026	Revolution Foods PBC	10,221.34
2137636	01/09/2026	Recology Sonoma Marin	644.75
2137637	01/09/2026	Element Fire Protection Inc.	300.00
2137638	01/09/2026	Harmony Farm Supply	117.13
2137639	01/09/2026	Roberts Mechanical & Elect Inc	1,327.08
2137640	01/09/2026	Plumfield Inc. DBA Plumfield Academy	4,464.60
2137641	01/09/2026	Rodriguez, Ana	68.91
2137642	01/09/2026	Taylor, America	30.00
2137643	01/09/2026	The Richards Institute	2,010.00
2137644	01/09/2026	Wells Fargo Vendor Fin Serv	394.51
2139128	01/16/2026	Amplify Education, Inc.	53.36
		Unpaid Tax	.54
		Expensed Amount	53.90
2139129	01/16/2026	Anova Center for Education	4,992.56
2139130	01/16/2026	ATT	280.57
2139131	01/16/2026	Department Of Justice	32.00
2139132	01/16/2026	Shura, Samantha	1,416.00
2139133	01/16/2026	Employment Development Dept.	250.31
2139134	01/16/2026	Friedman's Home Improvement	618.68
2139135	01/16/2026	Gosling, Maria	52.27
2139136	01/16/2026	Haedo, Karina	616.94
2139137	01/16/2026	Rodriguez, Ana	133.98
2139138	01/16/2026	Sebastopol City of	4,156.89
2139139	01/16/2026	Sebastopol City of	1,077.74
2139140	01/16/2026	CTR for Effective Philanthropy	250.00
2139141	01/16/2026	Tombe Realty, Inc.	19,144.20
2139142	01/16/2026	Kyocera Document Solutions NC	206.64
2140297	01/23/2026	Allen, Trisha	23.11
2140298	01/23/2026	BMO Bank N.A.	105.06
2140299	01/23/2026	Gosling, Maria	171.20
2140300	01/23/2026	Haedo, Karina	487.15
2140301	01/23/2026	ODP Business Solutions, LLC	617.45
2140302	01/23/2026	PG&E	2,909.91
2140303	01/23/2026	Terminix Processing Center	153.06
2140880	01/28/2026	Allen, Trisha	250.00
2140881	01/28/2026	Andy's Produce Market	461.28
2140882	01/28/2026	Cascade Yarns, Inc.	500.00
		Unpaid Tax	52.50
		Expensed Amount	552.50

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 01/01/2026 through 01/31/2026 **Board Meeting Date February 5, 2026**

Check Number	Check Date	Pay to the Order of	Check Amount
2140883	01/28/2026	Gosling, Maria	51.71
2140884	01/28/2026	Haedo, Karina	232.27
2140885	01/28/2026	Mercurius USA	178.92
2140886	01/28/2026	Rodriguez, Ana	56.04
2140887	01/28/2026	Russell, Katharine	137.87
Total Number of Checks			49
			81,187.48

Fund Recap

Fund	Description	Check Count	Expensed Amount
09	General Fund (charter Schools)	49	81,240.52
	Total Number of Checks	49	81,240.52
	Less Unpaid Tax Liability		53.04
	Net (Check Amount)		81,187.48

<i>Total Expenditures January 2026</i>	
Total Vendor Warrants, January 31, 2026	\$ 81,187.48
Payroll: January 10, 2026 Supplemental	5,417.76
Payroll: January 31, 2026 Regular	167,540.29
Total PR & Expenditures	\$ 254,145.53

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

Includes Purchase Orders dated 01/01/2026 - 01/31/2026				Board Meeting Date February 5, 2026		
PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
P26-00323	Mora Diaz, Efigenio	PO #8878 - TH GYM ROOF REPAIR	2THS	01	Restricted Main	980.00
P26-00324	School & College Le	PO #8879 - LAYOFFS 101 & EMP LEAVE	9DSO	01	Unrestricted/no	800.00
P26-00325	BMO Bank N.A.	PO #8806 - OV CA MATH	3OVS	09	Lottery-instruc	300.00
P26-00326	BMO Bank N.A.	PO #8816 - AB MISC SUPLS	1ABS	01	Sp Ed-idea Bas	237.93
P26-00327	CTR for Effective P	PO #8881 - YOUTH TRUTH STUDENT SURVEY	7DSW	01	ELO Program	683.00
P26-00328	Discovery Education	PO #8885 - AB DREAMBOX MATH ADVANCED	1ABS	01	Unrestricted/no	3,483.00
P26-00329	Inspire	PO #8875 - AB BEHAVIOR AIDE - TSA	1ABS	01	Special Educati	89,421.21
P26-00330	Nadler, Bodhi	PO #8882 - TH MACBOOK REPAIRS	2THS	03	State Lottery	80.00
P26-00331	ODP Business Soluti	PO #8880 - DO OFFICE SUPLS	9DSO	01	Unrestricted/no	913.81
P26-00332	ODP Business Soluti	PO #8798 - AB OFFICE SUPLS (RUSSELL LARRAIN)	1ABS	01	State Lottery	140.63
P26-00333	Checkmate Academy G	PO #8735 - THCMS AFTER-SCHOOL CHESS CLUB	2THS	03	ELO Program	450.00
P26-00334	HP Inc.	PO #8884 - DO HP COMPUTER	9DSO	01	Unrestricted/no	1,424.15
P26-00335	ODP Business Soluti	PO #8886 - DO SUPLS	9DSO	01	Unrestricted/no	126.25
P26-00336	ODP Business Soluti	PO #8889 - DO SUPLS & POSTAGE	9DSO	01	Unrestricted/no	184.35
P26-00337	Sonoma County Offic	PO #8890 - TH TEACHER INDUCTION PGM FEES	3OVS	03	Ed Effect	7,250.00
P26-00338	SHI International C	PO #8887 - MICROSOFT INTUNE LICENSES	7DSW	01	Unrestricted/no	225.75
P26-00339	Thomson Reuters - W	PO #8888 - CA EDUC CODE 2026	9DSO	01	Unrestricted/no	168.24
					Total	106,868.32

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.

Includes Purchase Orders dated 01/01/2026 - 01/31/2026				Board Meeting Date February 5, 2026		
PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
P26-00120	CTR for Effective P	PO #8881 - SR YOUTH TRUTH STUDENT SURVEY	4HAY	09	ELO Program	250.00
P26-00121	Shura, Samantha	PO #8883 - NPS OT SERVICES	4HAY	09	Special Educati	5,500.00
P26-00122	ODP Business Soluti	PO #8854 - SR POSTAGE	4HAY	09	Unrestricted/no	154.44
P26-00123	Cascade Yarns, Inc.	PO #8855 - SR YARN	4HAY	09	State Lottery	552.50
P26-00124	Mercurius USA	PO #8856 - SR KINDER	4HAY	09	Lottery - Instr	178.92
P26-00125	Sonoma County Offic	PO #8891 - SR TEACHER INDUCTION PGM FEES	4HAY	09	Ed Effect	6,250.00
					Total	12,885.86

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.

Twin Hills Union School District
Board of Trustees Regular & Special Meetings
January 8, 2026
Minutes

Location: Twin Hills Middle School: 1685 Watertrough Road, Sebastopol (Room 10)

A. FORMAL OPENING

1. The Board Meeting was called to order at 4:30 pm by *President Harding*.
2. Roll call: *John Moise absent*
3. Pledge of allegiance
4. Motion to approve agenda by Trustee Beck and second by Trustee Houghton *Approved 4-0*.
5. Public Comment on Closed Session Items: *No comments*

B. RECESS TO CLOSED SESSION

The Board did not have Closed Session

C. RECONVENE TO OPEN SESSION

The Board began Open Session @ 4:35 pm

1. Report of Action Taken in Closed Session: *No Closed Session*

D. RECOGNITION & REPORTS

1. Board of Trustee reports including Board Policy Committee and Board Budget Committee.
2. THUSD Superintendent, Dana Pedersen, report.
3. Celebrating Successes: January 2026 Focus: SunRidge School Student Support Program.

E. PUBLIC COMMENT ON OPEN SESSION ITEMS:

1. Courtney Diedrich, THTA President, made a comment regarding student stability and building relationships while unable to afford living in Sonoma County.

F. DISCUSSION AND/OR POSSIBLE ACTION ITEMS

1. Motion to approve Overnight Field Trip for SunRidge to Jug Handle Creek Nature Center, April 13-15, 2026 by Trustee Ost and second by Trustee Beck *Approved 4-0*.
2. Presentation of 2025 District Dashboard Results and Key Performance Indicators by Superintendent Pedersen.
3. Motion to approve Resolution #2026-605 to Change Authorized Signers on District Revolving Cash Accounts Resolution, ABASP, by Trustee Ost and second by Trustee Beck. *Approved 4-0*.
4. First Reading of Resolution #2026-606, General Obligation Bond Election (June 2, 2026) proposing authorization of \$14 million.
5. Motion to approve the 2024-25 Audit Report and Finding with Response by Trustee Beck and second by Trustee Houghton. *Approved 4-0*.

G. CONSENT CALENDAR: Motion to approve all items 1 through 6 by Trustee Houghton and second by Trustee Ost. *Approved 4-0*.

H. RECONVENE TO CLOSED SESSION: N/A

I. CORRESPONDENCE: N/A

J. FORMAL CLOSING

1. 2. Next Regular Board Meeting: February 12, 2026 @ 4:30 pm (Twin Hills Middle School)
2. Motion to Adjourn: Motion to adjourn at 5:34pm by Trustee Beck and second by Trustee Houghton. *Approved 4-0*.

**Twin Hills Union School District
Board of Trustees Regular & Special Meetings
January 8, 2026
Minutes**

Open Special Meeting

A. FORMAL OPENING: The Board Meeting was called to order at *5:34 pm by President Harding.*

1. Pledge of allegiance
2. Roll call: *John Moise absent*

B. OPEN SESSION

1. Public comment on Open Session: *No Comments*
2. Motion to approve agenda by Trustee Houghton and second by Trustee Beck. *Approved 4-0.*
3. Motion to approve date change for regular board meeting date from February 12 to February 5, 2026 by Trustee Ost and second by Trustee Houghton. *Approved 4-0.*

C. FORMAL CLOSING

1. Motion to Adjourn at 5:36pm. *Approved 4-0.*
2. Next Regular Board Meeting: February 5, 2026 (Twin Hills Middle School)

Respectfully submitted,

Dana Pedersen, Superintendent
Recording Secretary to the Board of Trustees

Approved:

John Moise, Board Clerk

Jeff Harding, Board President

Twin Hills USD

Monthly Personnel Report

February 5, 2026

Certificated

Additions:

Changes:

Separations:

- Zago, Caroline –TH Science & Math Teacher 1.0 FTE retire effective 6/6/26

Classified

Additions:

- Anderson, J. Katie – Chief Business Official 1.0 FTE starting 2/9/2026
- Shura, Victoria – ABASP Substitute Childcare Assistant effective 1/23/2026

Changes:

Separations:

- Nosecchi, Patty – District Office Business Manager retiring 3/16/2026

TWIN HILLS UNION SCHOOL DISTRICT

SUPERINTENDENT'S MONTHLY ENROLLMENT REPORT 2025-26

For the February 5, 2026 board meeting

ENROLLMENT MO/YR	2017-18		2018-19		2019-20		2020-21				2021-22				2022-23			
	Sep 17	Jun18	Sep18	Jun19	Sep19	Jun20	Sep20	Oct19	Jan 21	Jun21	Sep21	Jan 22	Apr22	Jun22	Aug 22	Nov 22	Apr23	Jun23
Apple Blossom	406	399	416	404	396	408	355	401	348	343	322	319	317	317	295	299	299	298
Twin Hills CMS	269	262	281	267	246	240	225	247	219	219	207	210	210	206	204	201	198	198
Sub Total	675	661	697	671	642	648	580	648	567	562	529	529	527	523	499	500	497	496
Orchard View	236	237	236	226	228	233	247	227	245	227	222	224	219	219	216	215	212	212
SunRidge	283	281	275	276	282	279	272	281	268	261	213	220	221	221	241	238	230	230
Total	1,194	1,179	1,208	1,173	1,152	1,160	1,099	1,156	1,080	1,050	964	973	967	963	956	953	939	938

ENROLLMENT MO/YR	2023-24				2024-25				Est. @ AB*	Net +Inc /-Dec	2025-26						Est. @ AB*	Net +Inc /-Dec
	Aug 23	Nov23	Apr24	Jun24	Aug 24	Nov24	Apr25	Jun25			Aug 25	Sep 25	Oct 25	Nov 25	Dec25	Jan26		
Apple Blossom	288	288	292	292	307	304	306	306	294	+12	289	289	288	289	289	293	308	-15
Twin Hills CMS	205	208	207	207	204	207	209	208	205	+4	250	252	254	254	255	257	255	2
Sub Total	493	496	499	499	511	511	515	514	499		539	541	542	543	544	550	563	
Orchard View	226	227	228	227	219	219	217	213	230	-13	226	224	225	223	223	225	222	3
SunRidge	235	238	235	235	255	257	255	255	258	-3	261	264	263	261	260	259	269	-10
Total	954	961	962	961	985	987	987	982	987	0	1026	1029	1030	1027	1027	1034	1054	-20

*AB = Adopted Budget

Quarterly Report – Williams Uniform Complaints [Education Code § 35186]

District: _____

Name & Title of Preparer: _____

Quarter Reported: (check one) 1st Quarter: July 2025 through September 2025 – Due October 2025
 2nd Quarter: October 2025 through December 2025–Due January 2026
 3rd Quarter: January 2026 through March 2026 – Due April 2026
 4th Quarter: April 2026 through June 2026 – Due July 2026

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district’s written response will be submitted along with this report.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks			
Facility Conditions			
Teacher Vacancy or Misassignment			
TOTAL			

Dana Pedersen, Signature of Superintendent

Date:

Sign and date the report **after** it is presented at your board meeting.
 Please submit the executed report to SCOE EES via email at williams@scoe.org



5340 Skylane Boulevard
Santa Rosa, CA 95403-8246
707-524-2600 | scoe.org

January 14, 2026

Dana Pedersen, Superintendent
Twin Hills Union School District
700 Watertrough Road
Sebastopol, CA 95472

Dear Ms. Pedersen,

In accordance with Education Code Section 42131, a review of Twin Hills Union School District's (District) First Interim Report for Fiscal Year 2025-26 has been completed by the Sonoma County Office of Education (County). The District self-certified its 2025-26 First Interim Report as Positive. After reviewing the financial data provided by the District, it appears that the District will meet its financial obligations for the current year and the two subsequent years. Therefore, the County concurs with the District's positive certification.

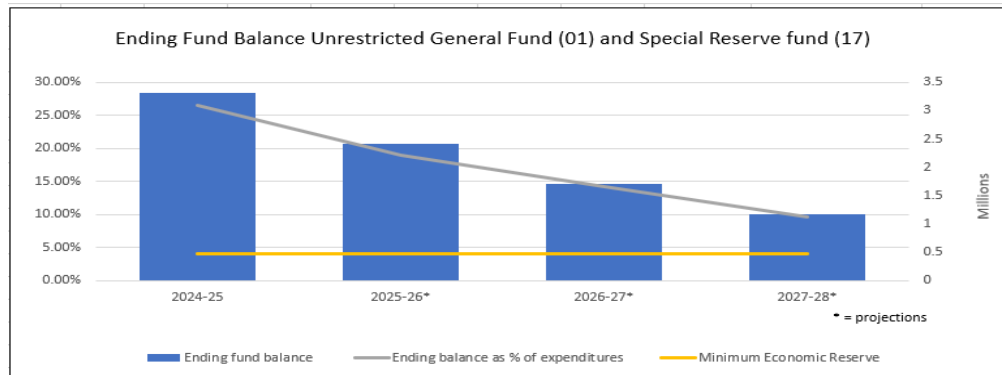
State Budget

In its recent report, the Legislative Analyst's Office (LAO) notes that recent state revenue growth, driven mainly by stock market gains associated with artificial intelligence, may be temporary and may not fully reflect broader economic conditions. While revenues have improved, California is projected to face an approximately \$18 billion budget shortfall in 2026-27, with structural deficits increasing to roughly \$35 billion annually in the out-years. Rising program costs, constitutional funding requirements, and the reduced availability of one-time budget solutions continue to place pressure on the state's fiscal position. With inherent uncertainty comes inherent caution. Consequently, districts are encouraged to plan conservatively and avoid making long-term commitments based on uncertain revenue trends.

First Interim and Multi-Year Projection (MYP)

The District's First Interim Report MYP, which includes its conversion charter, projects unrestricted deficit spending of -\$914,429, -\$707,205, and -\$560,182 in 2025-26, 2026-27, and 2027-28 with the State minimum reserve for economic uncertainty of 4% met in all years. Deficit spending is a concern to the County, and eliminating structural deficit spending is critical to maintaining required reserve levels. Therefore, we urge the District to review and monitor revenues and expenditures, embrace best practices, and budget to live within its means.

The district's first interim budget and multi-year projections reflect operating deficits in the unrestricted general fund. The cumulative impact of this projected deficit spending is a 65% decline in fund balance from fiscal year 2024-25 to 2027-28. The following graph displays the district's estimated unrestricted ending balance in the first interim budget and multi-year projections, with both the stated minimum reserve and the district's actual reserve as a percentage of total expenditures.



Collective Bargaining

Based upon the Criteria and Standards, negotiations with all bargaining units in the 2025-26 fiscal year have not settled. Because these costs account for the largest share of the district's budget, any salary and/or benefit increase could adversely affect the district's fiscal condition. We caution the district to ensure that the costs of any proposed agreement are supported by ongoing revenues to avoid creating or exacerbating structural deficits. Before the district takes any future action on a proposed collective bargaining agreement, Government Code Section 3547.5 requires the district to certify financial projections reflecting the impact of any salary negotiations on the current or two subsequent years.

Charter Schools

The District reports Orchard View Charter School outside of the General Fund. The board approved the First Interim Report, which included Fund 09 for the Charter. The 2025-26 ending balance in Fund 09 reported is \$183,901, a decrease of \$58,887.

The board approved the First Interim Report, which included Sunridge Charter School, which is reported in Org. 21, fund 09. The 2025-26 ending balance in Fund 09 reported is \$429,509, a decrease of \$155,971.

Summary

Our Office appreciates the preparation and timely submittal of your First Interim report. A technical review will be communicated to the business office. The Second Interim Report is due to our office no later than March 17, 2026. **Please see the attached for standard reminders.** If you have any questions, please feel free to call me at (707) 524-2635.

Sincerely,

Sarah Lampenfeld

Sarah Lampenfeld

Assistant Superintendent, Business Services

Cc:

Patty Nosecchi, District Chief Business Official

Amie R. Carter, Ed.D., County Superintendent of Schools

Anne Norris, SCOE District Fiscal Management Advisor

Amie R. Carter, Ed.D. | Sonoma County Superintendent of Schools

Board of Education | Gina Cuclis, Herman G. Hernandez, Steven Herrington, Ph.D., Peter Kostas, Mary Watts

2025-26 Annual Standard Reminders ~ All Districts

Collective Bargaining Disclosure

SCOE Business requests copies of collective bargaining disclosures **10 days prior to board approval**: If any collective bargaining settlements are reached during the current year all districts are being reminded of the public disclosure obligation. An important AB 1200 reporting requirement is the statute for tentative collective bargaining agreements to meet the requirements of Government Code Section 3547.5 and Education Code Sections 42131 and 42142, both of which outline the District's responsibilities for public disclosure and budget revisions for collective bargaining agreements. A three-year analysis must be completed to determine the impact of negotiations in future years. The superintendent and chief business officer must certify that the District can meet the costs incurred under the agreement. The governing board must take formal board action to approve the proposed agreement. **Please note that within 45 days of the settlement, the District must send to SCOE any revisions to the District's current budget necessary to fulfill the terms of the agreement.**

Submission of Studies, Reports, Evaluations and/or Audits

Education Code Sections 42127 and 42127.6 require districts to submit to the County Office any studies, reports, evaluations, or audits done of the district that contain evidence that the district is showing fiscal distress. They also require the County Office to incorporate that information into the analysis of budgets, interim reports, and the District's overall financial condition.

We request that the District submit to this office any such documents commissioned by the District (e.g., reports done by the Fiscal Crisis and Management Assistance Team) or by the State Superintendent of Public Instruction and/or a state control agency, any time your District receives them.



SB740

Please note that a SB740 funding determination may be required when a charter school offers instructional time in a non-classroom-based setting. Charter schools that do not submit a request by the due date may not receive a funding determination, and could have their State apportionment associated with its non-classroom-based ADA reduced to zero. SB740 regulations, instructions, and form can be found at:

<https://www.cde.ca.gov/sp/ch/nclrbifunddet.asp>

Requirements for Debt Management Policy and Practices

Effective January 1, 2017, (per Senate Bill (SB) 1029, Hertzberg), issuers must certify on the **Report of Proposed Debt Issuance** (<http://www.treasurer.ca.gov/cdiac/reporting.asp>) that they have:

-  Adopted local debt policies concerning the use of debt; and
-  The proposed debt issuance is consistent with those policies.

The issuer's **local debt policies** *must* include (A) through (E), below:

- A. The purposes for which the debt proceeds may be used.
- B. The types of debt that may be issued.
- C. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- D. Policy goals related to the issuer's planning goals and objectives.
- E. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

FCMAT has prepared a Fiscal Alert which provides a **sample Debt Management Policy** which is located at:

<https://www.fcmat.org/PublicationsReports/FCMAT-Alert-and-Sample-Debt-Management-Policy-1-19-2017.pdf>

SB 1029 contains a declaration that state and local agencies should adopt comprehensive written debt management policies pursuant to the recommendation of the Government Finance Officers Association (GFOA). The GFOA is a national association of government finance professionals with a shared mission to promote excellence in state and local government financial management. The GFOA provides **best practices** and a link to the ***Debt Issuance Checklist: Considerations When Issuing Bonds*** at <https://www.gfoa.org/small-issuer-checklist>

California Debt and Investment Advisory Commission's (CDIAC) website contains the necessary reporting forms and fees which can be found at the website <http://www.treasurer.ca.gov/cdiac/reporting.asp>. CDIAC's guidance regarding SB1029 is located at <http://www.treasurer.ca.gov/cdiac/reporting.asp> by clicking on "Guidance on 1029 Implementation with SB1029" on the bottom of the webpage. Some of its guidance is noted below:

Government Code 8855(i) requires any issuer of public debt to provide a *Report of Proposed Debt Issuance* to the California Debt Investment and Advisory Commission *no later than 30 days before the sale* of such debt.

Government Code section 8855(k) ~ Effective January 1, 2017, state and local issuers are required to submit an **annual debt transparency report** for any issue of debt for which they have submitted a *Report of Final Sale* during the reporting period. The annual debt transparency report is due to CDIAC within seven (7) months of the close of the reporting period, defined as July 1st to June 30th. This provision makes January 31st the effective deadline for submittal of the annual debt transparency report. Debts issued between January 1, 2017, and June 30, 2017, and reported to CDIAC on or after January 21, 2017, will be required to submit an annual debt transparency report no later than January 31, 2018.

Minimum annual debt transparency report information and additional requirements/stipulations apply. Please see the Guidance from CDIAC for more detailed information.

Reporting Requirements for Proposed Debt Issuances

AB 2274 amended Government Code Section 8855 and is effective January 1, 2015. It requires LEAs to notify the California Debt Investment Advisory Commission (CDIAC) of **any proposed debt issuance**, which would include refinancing and other secondary issuances. In addition, the bill established reporting timeframes. No later than 30 days *prior to the sale* of any debt issue,

the issuer shall submit a report of the proposed issuance to CDIAC. Not later than 21 days *after the sale* of the debt, the issuer shall submit a report of the final sale to CDIAC. Instructions to all of the requirements that CDIAC needs depending on the type of debt transaction and applicable reporting forms, are available at: <http://www.treasurer.ca.gov/cdiac/reporting.asp>

AB 2551 enhances transparency requirements for local bond elections, including Proposition 39 (2000) and two-thirds vote general obligation bonds. The bill requires LEAs attempting to pass local bonds to *submit to their local elections office* the total estimated debt service, including principal and interest, if all bonds are issued, as part of the Tax Rate Statement required pursuant to Elections Code Sections 9400-9401. The aforementioned reporting requirements are applicable to any issuance of debt after AB 2274 adds reporting requirements to debt from bonds already approved by voters. It requires agencies to notify CDIAC of *any* proposed debt issuance, which **would include refinancing and other secondary issuances. The provisions of AB 2551 will be required for any local bond elections after January 1, 2015.**

Reporting Requirements for Non-Voter-Approved Debt

Education Code Section 17150 requires school districts to notify the County Superintendent of Schools and County Auditor at least 30 days prior to the governing boards' approval of the issuance of certificates of participation (COPs) or other non-voter-approved debt secured by real property such as: Lease purchases (LP) secured by real property; Qualified Zone Academy Bonds (QZABs) secured by real property; Revenue bonds; Energy Loans or Bond Anticipation Notes (BANs). Under the new law, the district must provide repayment schedules, evidence of the ability to repay, and costs of issuance as well as information necessary to assess the anticipated effect of the debt issuance. Within 15 days of the receipt of the information, the County Superintendent of Schools and the County Auditor are authorized to comment publicly regarding the district's capacity to repay the debt obligation, based on the information provided.

Additional Standard Reminders for School Districts with Qualified or Negative Certifications

Debt Issuance

The statutory requirements for debt issuance for school districts with qualified or negative interim report certifications are specifically addressed by E.C. Section 42133(a), and read as follows:

"A school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds, or any other debt instruments that do not require the approval of the voters of the district, nor may the district cause an information report regarding the debt instrument to be submitted pursuant to subdivision (e) of Section 149 of Title 26 of the United States Code, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. A school district is deemed to have a qualified or negative certification for purposes of this subdivision if, pursuant to this article, it files that certification or the county superintendent of schools classifies the certification of that fiscal year to be qualified or negative."

E.C. Section 15140 (b) notes that a district that has received a qualified or negative certification in its most recent interim report, may not issue and sell bonds on its own behalf pursuant to this chapter without further action of the board of supervisors or officers of that county or of any other county in which a portion of the school district or community college district is located.

Collective Bargaining

Government Code Section 3540.2 provides added oversight related to the collective bargaining process. Any school district with a Qualified or Negative certification under Education Code Section 42131 **shall allow the county office of education at least ten working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representative, before it is ratified.** The school district shall provide the county office with all information relevant to yield an understanding of financial impact of that agreement. The county superintendent shall notify the school district, county board of education, district superintendent, governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district.

Per Government Code 3540.2(d), a school district shall, upon request, provide the county superintendent of schools with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement reached.