TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

16661 Old Mill Rd., Nevada City, California

Phone (530) 265-9052 ♦ Fax (530) 265-3049 ♦ www.twinridgeselementary.com

BOARD OF TRUSTEES SPECIAL MEETING AGENDA MONDAY, AUGUST 21, 2023 4:00 PM GRIZZLY HILL SCHOOL

	1.	CALL TO ORDER				
	2.	ROLL CA	ROLL CALL			
		Malik Goo Aubrey P Mindi Mo Jonathan Lorien Wl	uetz rton Farrell	President Clerk NCSOS Representative/Timekeeper Member Member		
	3.	ATTENDI	ATTENDEES: Superintendent Scott Mikal, CBO Sunshine Bender, Morgan Street			
Action	4.	APPROV	AL OF THE	AL OF THE AUGUST 21, 2023 SPECIAL AGENDA – Malik Goodman		
	5.	DIȘCUSS	SION/ACTIO	N ITEMS		
Discussion/Action A. Shall the Board approve the quote for emergency Oak Tree School?				/ exploratory plumbing work at		
Discussion/Action B. Shall the B		Shall the B	pard approve the new Fire Tank Capacity expansion quote?			
Discussion/Action C. Shall the E		Shall the B	oard approve the purchase of quoted Chromebooks?			
Discussion/Action D. Shall the E		Shall the B	oard approve the School Counselor Contract?			
Discussion/Action E.		Shall the Board approve the School Psychologist Contract?				
	6. CLOSED SESSION					
	A.	Interdistri	Interdistrict Transfer, Student 1.			
	В.	Public Employee Discipline/Dismissal/Release (Government Code § 54957)				
	C.	Conference With Legal Counsel – (Government Code § 54956.9(d)(1) (Government Code § 54956.9(d)(2) or (3).				
	7.	RECESS	RECESS /RECONVENE - Report Out on Closed Session			
	A.	Reportable Action Taken Regarding Shall the Board approve the Interdistrict Transfer IN request?				
	В.	Reportable Action Taken Regarding Public Employee Discipline/Dismissal/Release (Government Code § 54957)				

		Reportable Action Taken regarding Conference With Legal Counsel – (Government Code § 54956.9(d)(1) (Government Code § 54956.9(d)(2) or (3).	
Discussion	8.	FUTURE AGENDA ITEMS DISCUSSION	
	9.	UPCOMING MEETINGS: September 12th, 2023	
	10.	ADJOURNMENT	

This agenda was posted at least 24 hours prior to the meeting at 16661 Old Mill Rd. Nevada City, CA 95959 and on the website at TRESD.ORG

NOTICE:

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, contact the Twin Ridges Elementary School District office at 530.265-9052 ext. 201 at least 48 hours before the scheduled Board meeting so that we may make every reasonable effort to accommodate your needs. {G.C. §54953.2, §54954.2(a) (1); Americans with Disabilities Act of 1990, §202 (42 U.S.C. §12132)]

	8/21/2023
Malik Goodman, Board President	Date
	8/21/2023
Scott Mikal-Heine, Superintendent/Principal	Date



a meighborly company

San Juan Ridge Family Resource Center

Billing Address

18847 Oak Tree Road

Nevada City, CA 95959 USA

Mr. Rooter Plumbing of Nevada County (530)274-4468 18364 Gray Oak Drive

Rough and Ready CA 95975

Invoice 75454231 Invoice Date 8/16/2023 Completed Date 8/16/2023 Technicians Chris Dillon

Customer PO

Payment Term Due Upon Receipt

Due Date 8/16/2023

Job Address

San Juan Ridge Family Resource Center

18847 Oak Tree Road Nevada City, CA 95959 USA

Description of Work

Hydro-scrubbed from the furthest toilet flange by the fire riser room. Pulled back lots of black sludge. Eventually cleared the blockage approx 35-ft in. Camera inspected the line and found rusty scaled cast iron pipe with multiple 45* fittings and even a 90* within a 10-ft run which is causing material to get hung up.

Recommend: cutting and jackhammering a large square out of the concrete outside of the larger white building at the marked location of where the blockage was. We will expose the line at a depth of up to 3'.

We will install a 2-way cleanout, at this time with access to pipe we will camera and determine what other work could be offered to straighten out the line as best as possible.

This new cleanout will serve as a proper service port to clear any future blockages.

*Any more work that would be needed or recommended would need to be additionally quoted.

-We consider this work as exploratory.

-We will rough patch the concrete after completion of work.

Total job cost. \$6,485.00

Task # C1310	Description	Quantity	Your Price	Your Total
	Hydro-Scrub with high pressure	1.00	\$775.10	\$775.10
	-Video Inspect to determine cause and provide sewer analysis.			
	-90-day warranty 1 return trip, **under normal conditions			

Sub-Total \$775.10 Tax

\$0.00

Total Due

\$775.10

Balance Due \$775.10

Thank you for your business.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I agree that initial price quoted to start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions, as noted above and attached 3 day right form and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Information about the Contractor's State License Board

CSLB Information

CSLB (California State License Board) is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's web site at www.cslb.ca.gov. Call CSLB at 1-800-321-2752. Or write CSLB at PO Box 26000, Sacramento, CA 95826

it is agreed that init, i tootere is not responsible for the following.

- 1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
- 2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of preexisting plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
- 3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.

4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tort feasors.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY

Mr. Rooter warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's liability under this warranty is limited to repair, replacement, recleaning or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

NOTICE TO OWNER

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.

- 1. Do not sign this contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
- You are entitled to a copy of this contract at the time you sign it.
- 3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
- 4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return request receipt requested to the seller at his address which notice shall be postmarked not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in

your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state.

The specific telephone number and address of your governing agency can be found by calling 1-800-583-8003 or by writing Mr. Rooter Corporation, P.O. Box 3146 Waco, Texas 76707.

CALIFORNIA RESIDENTS ONLY NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filling a mechanics' lien against your property is 90 days after substantial completion of your project.

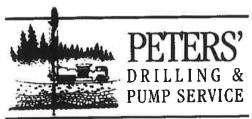
TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1)Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2)Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3)Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4)Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this



Post Office Box 1546 Grass Valley, CA 95945 (530) 273-8136

Estimate

Date	Estimate #	
5/15/2023	21219	

Twin Ridges School District
16661 Old Mill Road
Nevada City, CA 95959-8675

Description	Qty
15000 gallon stand alone fire suppression tanks with fire draft. These tanks would NOT have an auto fill to keep them completely separate from the existing system and would need to filled with a water truck or hose.	
Poly 5000-120 gallon holding tank " Bulkhead fitting SS " Brass Gate Valve Potable Fire connector, 4" " Sch 80 Tee Fire " Sch 80 90 Fire " Sch 80 Pipe Fire " Sch 80 Male Concrete, per bag PVC 90, 4" PVC coupling, 4" Tank gauge	
Aisc. Pipe Fittings Package Subtotal Discount 5% Backhoe and bedding Frenching Babor, two men per hour Babor, crane unit per hour	

This estimate may be withdrawn by us if not accepted within 30 days.

If a credit card is used for payment, a convenience fee of 3% will be applied to any charge.

Total

\$21,065.26

ms.



CTL Quote

Page:

CTL Corporation 9700 SW Harvest Ct. Bldg. #100 www.ctl.net (503) 646-3733 Order Number: 0271328

Order Date: 8/14/2023 Ship Date: 10/13/2023

Salesperson: JWR Customer Number: 0000502

Sold To:

CTL Quote(s) 9700 SW Harvest Ct - Bldg 100 Beaverton, OR 97005 Ship To:

Twin Ridges Elementary School District 16661 Old Mill Rd. ATTN: Sunshine Bender Nevada City, CA 95959

Confirm To: Sunshine Bender

Customer P. Twin Ridges,		Ship VIA x50 GROUND	F.O.B. COMM	Terms Visa/MC	Ship From 001	Warehouse:
ORDERED	SHIPPI	ED BACKORD ITEM#	DESCRIPTION		PRICE	AMOUNT
50	0	0 CBUS1100021	CTL Chromebook NL7	2CT CBUS1100	299.00	14,950.00
50	0	0 SF00031	Chrome EDU Upgrade	(bundle)	0.00	0.00
50	0	0 SV00100	Provisioning with ZTE-	Standar	0.00	0.00
50	0	0 EWASTECA	E Waste Fee <15 in		4.00	200.00

Order includes 15u bulk boxes for shipping

 Net Order:
 15,150.00

 Less Discount:
 0.00

 Freight:
 193.00

 Sales Tax:
 1,135.73

 Order Total:
 16,478.73

TWIN RIDGES ELEMENTARY SCHOOL DISTRICT Service Contract

Service: School Counselor

Project Cost: Not to exceed \$35,500. Not to exceed 14 hours a week.

Hourly rate of \$75 an hour

Three days a week Monday Wednesday Thursday four hours a day.

Supervisor: Coordinator of Student Services

Essential Functions:

• **Conducts** observation of students in a natural setting.

- Studies and assists the individual student, using evidence-based counseling practices.
- Prepares and makes verbal and written reports that organize information about individual students.
- Participates in planning, executing, and assessing programs for education and re-education of students.
- Assists in developing the best learning program for all students and in evaluating the effectiveness of the education
 effort.
- **Provides** appropriate in-service activities for teachers, staff and administrators.
- Schedule and provide classroom group instruction in the area of social emotional learning.
- **Provides** appropriate consultative services to assist school staff members to better understand behavior and learning patterns in children.
- Cooperates with other health and mental health agencies on problems of youth and solutions.
- Confers with the Coordinator of Student Services and site administrators on a regular basis about student behaviors.
- Meets regularly with the Coordinator of Student Services.
- Assesses incidents and/or complaints for the purpose of resolving or recommending a resolution to the situation.
- Assesses potential emergency situations for the purpose of taking appropriate action to protect the well being of school employees and students.
- Prepares documentation for the purpose of providing written support and/or conveying information.
- Recommends policies, procedures and/or actions as may be deemed appropriate for the purpose of providing direction and/or making decisions.
- Reports any outstanding problems as they occur to the Coordinator of Student Services for the purpose of ensuring timely resolution of problems.
- Informs school personnel of practices and incidents (e.g., rules, regulations, laws, procedures) for the purpose of providing information for follow up action and/or proper procedures.
- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
- Participates in various activities (e.g., meetings, training, etc.) for the purpose of receiving and/or conveying information.

Requirements:

- Experience Required: Previous training/experience as a school psychologist or school counselor. Administrative & School Counselor experience a plus.
- Education Required: MA degree in Human Services from an accredited institution and a School PPS Credential.

Licenses, Certifications, Bonding, and/or Testing Required: Must hold a Valid California PPS Credential or its equivalent, must have a Valid Driver's License and evidence of insurability, Criminal Justice Fingerprint Clearance, TB Clearance.

TERM

1. This Agreement shall commence on <u>8/1/2023</u> and shall continue through <u>6/7/2024</u> provided all services under this Agreement are performed in a satisfactory manner. The determination of satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. This Agreement may be terminated for (a) failure to provide satisfactory performance, (b) upon the mutual written agreement of the parties, (c) "for cause" based on the discretion of the District, or (d) upon 30 days written notice to the District.

Termination of this Agreement under 1. (a) or (c) prior to the stated termination date may be affected upon the District giving days written notice of such termination.

Direct services with students and parents will only be conducted on campus only. I welve hours will be allocated on campus for direct student service. Two additional hours will be designated for non-student contact duties such as staff meetings, I.E.P. Meetings, paperwork, and emails. Billing will be submitted at the end of the month for payment and billing will follow the District School

calendar.

EQUIPMENT AND FACILITIES

2. District will provide the Contractor with access to all needed records and materials unless such material is confidential and not subject to disclosure. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

DEVOTION OF TIME

Contractor shall devote such time and energy to the performance of its duties under this Agreement as is 3. reasonably necessary for a satisfactory performance. The Contractor will be compensated a per diam rate based on an 8-hour workday. Should District require services not included in this Agreement, Contractor shall make a reasonable effort to fit such additional services into its time schedule without decreasing the effectiveness of the performance of the duties hereinafter.

INSURANCE, INDEMNITY AND TAXES

4. Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the "good cause," and signed by the Superintendent of the District.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

BUSINESS LICENSE AND CERTIFICATE PERMITS

As an independent contractor, it shall be the sole responsibility of Contractor to obtain any needed business 5. licenses, certificates, and/or permits to conduct business to meet the terms of this Agreement. Contractor shall ensure that Counseling Services under this agreement are properly licensed and in good standing under California law.

ASSIGNMENT

This Agreement is for personal services to be performed by Contractor, and neither this Agreement nor 6. any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto.

DISTRICT'S RIGHT OF RETENTION

7: District shall become the owner of and entitled to exclusive possession of all records, documents, graphs and photographic or other reproductions of any kind produced in the scope of services performed under this Agreement and no other uses thereof will be permitted except by permission of District.

EXTENSION OF TERM

8. By mutual consent of the parties hereto, the term of service described herein may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended ten.

ENTIRE CONTRACT

9. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

SUCCESSORS AND ASSIGNS

10. Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the representative parties.

ATTORNEY'S FEES

11. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SEVERABILITY

12. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would vitiate the intent of the parties entering into this Agreement.

VENUE/JURISDICTION

13. The terms and conditions of this Agreement shall be governed by the laws of the State of California. The venue for any disputes shall be Nevada County, California.

Alan Schaub	Date
Scott Mikal-Heine	8 17 23 Date
Board President	Date

School Psychologist SERVICE CONTRACT

Contractor's Name: Heidi Bethke, M.A., L.E.P

Address: 4010 Little Valley Road Reno NV, 89508

Phone No.: (858) 349-2249

Contract Dates: August 15th, 2023-June 20th, 2024

- 1. The services to be performed under this agreement consist of the following: School Psychologist Support services: Conducts psycho-educational evaluations, completes file reviews, attends IEP meetings, and writes/interprets/presents reports.
 - 2. In exchange for services provided, Twin Ridges Elementary School District agrees to pay Heidi Bethke as follows: \$80.00 for remote School Psychologist Services and \$90.00 an hour for in person School Psychologist Services, and mileage reimbursement (standard federal rate). TRESD will reimburse excess travel costs for assessments done outside of the school district. Travel costs include lodging, airfare, car rental, parking fees, and other transportation. Receipts will be submitted for reimbursement purposes and meals reimbursed using the board approved rate.
 - 3. Heidi Bethke shall submit an invoice to Twin Ridges Elementary School District for services rendered. Upon receipt of the invoice, TRESD will process payment to the Contractor.
 - 4. Heidi Bethke to be scheduled per mutually agreed upon Special Education student needs.
 - 5. Job shall be considered complete upon the approval of TRESD.
 - 6. It is agreed that Heidi Bethke shall perform Job as an independent contractor. This means Heidi Bethke shall not work under the direct supervision of TRESD and shall be responsible to TRESD only for the final result.
 - 7. If Heidi Bethke is injured in the course of performing Job, TRESD shall be exempt from liability for such injuries to the extent allowed by law.
 - 8. Indemnity: Heidi Bethke agrees to defend, indemnify and hold TRESD, its elected or appointed employees, agents and volunteers harmless from any and all liabilities, damages, claims, demands, causes of action and costs to third parties,

- known or unknown, arising from the Heidi Bethke's performance of services under this Agreement.
- 9. If any dispute arises under the terms of this agreement, the parties agree that the dispute shall be settled according to the laws of the State of California.
- 10. Each party shall pay his or her own attorney's fees associated with arbitration or litigation.
- 11. Heidi Bethke shall not transport any students.
- 12. Any provision in this agreement found to be invalid shall have no effect on the validity of the remaining provisions.
- 13. This writing constitutes the entire Agreement between the parties. Any modification to this Agreement is unenforceable unless in writing and signed by both parties.
- 14. The parties have caused this Agreement to be executed by the persons whose names appear below and who have been authorized to bind the respective parties.
- 15. It is agreed that a thirty (30) day written notice must be presented by either party to cancel this contract, unless it is mutually agreed upon by both parties to dissolve the contract at an earlier date.

Twin Ridges Elementary School District Superintendent (or Designee):	M. H. 8.18.73
Signature:	Date:
Contractor: Heidi Bethke	
Heidi Bethke Signature:	Date: 08/02/2023
Board President:	Date: